

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.659

Agenda No. 10.A

Approved: OCT 12 2016

TITLE:



RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2016 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.

COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the municipal budget when such item has been made available after the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount,

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY 2016 Municipal Budget:

	FROM	TO
Make-A-Splash Grant	\$0.00	\$14,400.00
Healthy Community- 50 Grant	\$0.00	\$10,000.00

BE IT FURTHER RESOLVED that a like sum be approved to be appropriated in same budget:

	FROM	TO
Make-A-Splash Grant	\$0.00	\$14,400.00
Healthy Community- 50 Grant	\$0.00	\$10,000.00

BE IT FURTHER RESOLVED that notification of these budget changes will be made by the Chief Financial Officer to the Director of the Division of Local Government Services through the electronic submission process.

APPROVED: 

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐


APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		


✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2016 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.

Initiator

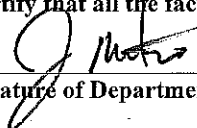
Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	X5042	jmetro@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Resolution is to approve the insertion of any special item of revenue and appropriation in the municipal budget when such item has been made available after the adoption of the budget. (N.J.S.A. 40A:4-87)

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/3/2016
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.660

Agenda No. 10.B

Approved: OCT 12 2016

TITLE:



RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL ACCEPTING THE BEST PRACTICES INVENTORY QUESTIONNAIRE

COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, the State's Fiscal Year 2017 Appropriations Act (P.L. 2016, c.10) requires municipalities to complete a Best Practices Inventory; and

WHEREAS, Local Finance Notice 2016-13 dated September 19, 2016 directs that the City of Jersey City must complete the Inventory and return it to the Division of Local Government Services by October 21, 2016; and;

WHEREAS, the Chief Financial Officer has coordinated with the Business Administrator to gather the necessary information needed to complete the Best Practices Inventory Questionnaire and have certified same; and

WHEREAS, the data collected by the Division of Local Government Services will be used to encourage municipalities to consider and embrace a range of best practices that will help improve financial accountability and transparency; and

WHEREAS, the results of this Best Practices Inventory Questionnaire will enable the Division of Local Government Services to determine how much aid will be allocated under the Consolidated Municipal Property Tax Relief Act and Energy Tax Receipt Act; and

WHEREAS, the Act requires the completed questionnaire be an agenda item for discussion at a Municipal Council meeting and the Municipal Clerk to certify to such; and

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City accepts the Best Practices Inventory Questionnaire as prepared by the Chief Financial Officer and Business Administrator.

APPROVED: _____

[Signature]

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution**RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL ACCEPTING THE BEST PRACTICES INVENTORY QUESTIONNAIRE****Initiator**

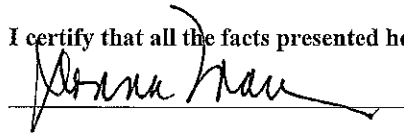
Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	(201) 547-5990	Donnam@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The results of this Best Practices Inventory Questionnaire will enable the Division of Local Government Services to determine how much aid will be allocated under the Consolidated Municipal Property Tax Relief Act and Energy Tax Receipt Act.

I certify that all the facts presented herein are accurate.



October 3, 2016

Best Practices Worksheet CY 2016/SFY2017

		Jersey City City (Hudson)	
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
		General Management - GM	
1	Yes	Has your municipality 1) explored all potential shared service opportunities; and 2) filed a copy of all shared service agreements presently in effect for which it provides the service, along with any amendments thereto, with the Division (excluding cooperative purchasing agreements governed by the Local Public Contracts Law)? In the Comments section, please identify all explored all potential shared service opportunities, whether an agreement resulted and, where no agreement was reached, the reason(s) why.	Resolution 13.787 (Approved: 11/26/2013), Resolution 14.659 (Approved: 10/8/2014), Resolution 15.484 (Approved: 6/24/2015), Resolution 15.579 (Approved: 8/19/2015), Resolution 15.644 (Approved: 9/9/2015), Resolution 16.476 (Approved: 7/13/2016), Resolution 16.604 (Approved: 9/14/2016)
	Yes	Has your municipality adopted a written vehicle use policy prohibiting personal use of municipal vehicles (except for commuting), and providing that employees authorized to use such vehicles for commuting to/from work have a fringe benefit value added to the gross income reported on the employee's W-2 (unless the vehicle meets the "qualified non-personal vehicle" criteria specified by the IRS)? Only answer "N/A" if your municipality does not have any municipally-owned vehicles.	
3	No	Active monitoring management of a municipality's ratable base is fundamental to helping ensure fiscal stability. Does your municipality have an established written policy requiring its tax assessor to notify the chief financial officer and the governing body of all tax appeals upon filing, but no later than June 1st each year?	

Best Practices Worksheet CY 2016/SFY2017

		Jersey City City (Hudson)	
0906		Please see Color Key at bottom of sheet for limits on answers	
	Answer	Question	Comments
4	Yes	Does your municipality maintain an up-to-date municipal website containing at minimum the following: past three years adopted budgets; the current year's proposed budget (including the full adopted budget for the current year when approved by the governing body); most recent annual financial statement and audits; notification(s) for solicitation of bids and RFPs; and meeting dates, minutes and agendas for the governing body, planning board, board of adjustment and all commissions?	
	No	A municipality's participation in FEMA's <u>National Flood Insurance Program Community Rating System</u> can lead to significant flood insurance premium reductions for its homeowners. An explanation of the program may be found on FEMA's website at http://www.fema.gov/national-flood-insurance-program/national-flood-insurance-program-community-rating-system , and more information on how the NJDEP's statewide CRS coordinator can assist with improving your rating can be found at http://www.nj.gov/dep/floodcontrol/about.htm . Does your municipality have, or has your municipality made an application to FEMA for, a Community Rating System ranking of at least Class 9?	

Best Practices Worksheet CY 2016/SFY2017

		Jersey City City (Hudson)	
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
	Yes	The "Director's Ratio" (the average ratio of assessed to true market value) for each municipality as determined by the Director of the Division of Taxation, in the Table of Equalized Valuations promulgated annually pursuant to <u>N.J.S.A. 54:1-35.1</u> . A Director's Ratio of lower than 85 percent generally denotes lack of uniformity in assessments and indicates a need for revaluation. <u>N.J.A.C. 18:12A-1.14</u> . <u>If the ratio of assessed values to market values in your municipality is presently less than 85%, has your municipality at minimum awarded a contract for the updating of tax maps and earmarked funds in its budget for the hiring of relevant firms and/or professionals?</u>	Resolution 16.623 "RESOLUTION AWARDING A CONTRACT TO APPRAISAL SYSTEMS, INC. FOR THE REVALUATION OF REAL PROPERTY FOR ASSESSMENT PURPOSE" Approved: 9/14/2016
7	Yes	The Local Government Ethics Law, designed to ensure transparency in government, requires local government officers to file Financial Disclosure Forms. Compliance by local elected officials is particularly important. <u>Have all of your local elected officials filed their Financial Disclosure Form in 2016 that covers the 2015 calendar year?</u>	
8	Yes	While outside employment by municipal officials can sometimes be acceptable, it is imperative that no conflicts of interest impinge on municipal governance. Does your municipality have 1) an established documented process requiring department heads to submit notice of outside employment, and 2) upon receiving such notice, does your municipality have a documented process within its human resources function to determine whether or not a conflict of interest exists?	Section 15 of the City's Policies and Procedures Manual "Restrictions on other Employment"

Best Practices Worksheet CY 2016/SFY2017

		Jersey City City (Hudson)	
0906		Please see Color Key at bottom of sheet for limits on answers	
	Answer	Question	Comments
	Yes	<p>Many municipalities have created one or more authorities (including fire districts, utilities authorities, redevelopment authorities, housing authorities, port authorities, etc.) to provide greater focus and attention on addressing a public need, or to reduce governing body burdens. While creation of an authority is often appropriate, and many authorities successfully fulfill their missions, authorities with weak membership or insufficient local-level monitoring can become wasteful, inefficient and unresponsive to the public they serve. N.J.S.A. 40A:5A-20 allows a local governing body to dissolve an authority subject to certain parameters and with Local Finance Board approval. Municipalities should at least annually assess the authority or authorities they created and publicly discuss their findings and conclusions. Findings and conclusions should address whether their existing authorities 1) continue to serve the public interest, and 2) are more efficient than other potential alternatives in providing services and financing public facilities. <u>Within the past year, 1) has the above-referenced discussion appeared as a listed agenda item on a scheduled governing body meeting, and 2) do the findings and conclusion appear in publicly-available meeting minutes?</u> Please identify the meeting date under "Comments".</p>	<p>Jersey City Incinerator Authority Dissolution City Ordinance 15.104 - Final Passage Date: 10/14/2015 - Public Hearing on 8/19/2015</p>

Best Practices Worksheet CY 2016/SFY2017

		Jersey City City (Hudson)	
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
		Finance & Audit - FA	
10	No	Audit findings address areas needing improvement. Ignoring these findings devalues the process; therefore, municipalities should correct noted deficiencies. <u>Have all audit findings from the 2014 audit been 1) identified in the corrective action plan and 2) addressed such that they are not repeated in the 2015 audit?</u> If the answer is no, please list the repeat findings, along with the date the corrective action plan was submitted to DLGS, under Comments. Only answer "N/A" if there were no audit findings in 2014.	001-Unfinanced costs for capital projects over 5 years old. 002-CDBG, HOME, HOPWA &ESG Grants are not reconciled between the IDIS system and the City's FOW. 003 - Fixed Asset System not maintained. CY 14 Corrective Action was filed 11-9-15
11	Yes	Payments In Lieu of Taxed (PILOTs) are often used as a tool for economic development. It is imperative that municipalities monitor PILOT agreements to ensure recipients complying with all agreement terms, including but not limited to timely payment and reporting. Does your municipality 1) have an official designated to monitor exemptions granted pursuant to the Long-Term Tax Exemption Law (N.J.S.A. 40A:20-1 et seq.) and Five-Year Exemptions/ Abatements granted pursuant to N.J.S.A. 40A:21-1 et seq., and 2) have in place a documented process for ensuring compliance with the terms of each PILOT agreement?	Established the Office of Abatement and Compliance to monitor.
	No	<u>N.J.S.A. 40A:5-4</u> requires municipalities to complete their annual audit for the preceding fiscal year within 6 months after the close of their fiscal year. Further, <u>N.J.S.A. 40A:5-6</u> requires the municipality's auditor to submit a certified duplicate copy of the audit report and recommendations with the Division within 5 days after filing the original with the municipal clerk. <u>Has your municipality received its completed audit for the preceding fiscal year within the statutory timeframe, and confirmed that your auditor has filed a certified duplicate copy of the audit report with the Division?</u> You may only answer this question "N/A" if the Director expressly granted an extension in response to a governing body resolution petitioning for same.	

Best Practices Worksheet CY 2016/SFY2017

		Jersey City City (Hudson)	
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
13	Yes	Pursuant to <u>N.J.S.A. 40A: 2-40</u> , the chief financial officer each municipality shall, before the end of the first month of the fiscal year, file its Annual Debt Statement with the Division of Local Government Services. The annual debt statement must be filed electronically following the procedure described in Local Finance Notice 2013-3. <u>Did your municipality file its electronic Annual Debt Statement for the preceding fiscal year with the Division no later than January 31 (July 31 for SFY municipalities)?</u>	
	Yes	Local Finance Notice 2014-09 contains important information about the need for municipalities that have certain outstanding debt to abide by requirements to annually disclose certain information with respect to financial conditions. The continuing financial disclosure obligations are required by federal law and local agreements executed as part of past issuances of debt. Failure to comply can result in penalties against local governments and individual officers responsible for various filings. Failure to comply can also result in a lack of access to capital markets. <u>Is your municipality up to date and fully compliant with continuing disclosure obligations as discussed in Local Finance Notice 2014-09?</u>	
15	Yes	The Prompt Payment Law, enacted as P.L. 2006 c.96, establishes timing standards for the payment of obligations under a wide range of construction-related contracts. The law seeks to ensure that contractors submitting bills for completed work are paid on a timely, established schedule, and that the full chain of subcontractors receive timely payment from their hiring contractor. Local Finance Notice 2006-21 discusses the law and its impact on local governments. <u>Have your municipality's claim payment procedures been reviewed by legal counsel and appropriate municipal staff to ensure compliance with the Prompt Payment Law?</u>	
	Yes	While the issuance and renewal of bond anticipation notes can be a reasonable and prudent financing mechanism, failing to take advantage of low interest rates on permanent financing can cause municipalities to incur unnecessary carrying costs and inflated costs of issuance. Has your municipality evaluated its outstanding bond anticipation notes and developed a strategy to move toward permanent financing?	

Best Practices Worksheet CY 2016/SFY2017

		Jersey City City (Hudson)	
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
		Procurement - P	
	Yes	Pursuant to <u>N.J.S.A. 52:15C-10(a)</u> , municipalities (among other government entities) must notify the State Comptroller within no later than 20 business days of awarding most contracts greater than \$2 million but less than \$10 million. For contracts \$10 million or more, <u>N.J.S.A. 52:15C-10(b)</u> requires written notification to the State Comptroller of any negotiation or solicitation no later than 30 days before advertisement; from which point the State Comptroller has 30 days to approve the procurement moving forward unless said period is waived. Further information on the law and applicable forms is available on the State Comptroller's website. <u>Did your municipality comply with the notice and approval provisions of N.J.S.A. 52:15C-10 in the prior year?</u>	
	N/A	Pursuant to <u>N.J.S.A. 40A:11-25</u> , the Director of the Division of Local Government Services must approve all prequalification regulations enacted by contracting units subject to the Local Public Contracts Law. Prequalification requirements can be fixed according to experience, financial ability, capital, and equipment. Absent Director approval, bid prequalification regulations are of no force and effect and may not be required as a condition of bid acceptance on any public contract. Local Finance Notice 2016-12 goes into further detail concerning prequalification regulations under the Local Public Contracts Law. Is your municipality following the process set forth in <u>N.J.S.A. 40A:11-25</u> , including seeking Director approval prior to implementing and enforcing all prequalification regulations? "N/A" is only applicable where the municipality has not adopted any prequalification regulations.	
19	Yes	<u>N.J.S.A. 40A:11-5 (a)(i)</u> states that, if a municipality utilizes the professional services exemption from the Local Public Contracts Law, "The governing body shall in each instance state supporting reasons for its action in the resolution awarding each contract and shall forthwith cause to be printed once, in the official newspaper, a brief notice stating the nature, duration, service and amount of the contract, and that the resolution and contract are on file and available for public inspection in the office of the clerk of the [] municipality...". <u>With respect to the award of professional services contracts, is your municipality complying with the above referenced provision of the Local Public Contracts Law?</u>	

Best Practices Worksheet CY 2016/SFY2017

Jersey City City (Hudson)			
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
		Budget Preparation and Presentation - BP	
20	Yes	N.J.A.C. 5:30-3.8(a) requires that the introduced annual municipal budget incorporate a User-Friendly Budget section. Is your municipality providing the public with its introduced User-Friendly Budget at least one week prior to the date of the public hearing on adopting the annual budget?	
	No	Unless the Director sets forth a later date pursuant to N.J.S.A. 40A:4-5.1, N.J.S.A. 40A:4-5 requires that calendar year municipalities approve their introduced budgets no later than February 10 (or August 10 for state fiscal year municipalities) and N.J.S.A. 40A:4-10 requires that calendar year municipalities adopt their budgets no later than March 20 (or September 20 for state fiscal year municipalities). <u>Did your municipality introduce and adopt its current year budget no later than the dates provided by law or as extended by the Director in Local Finance Notice 2015-27?</u> This question may only be answered N/A if your municipality is under State Supervision or if the Division instructed the municipality to delay budget adoption.	
		Health Insurance - HI	
22	Yes	Does your municipality exclude from healthcare coverage part-time elected and appointed officials (less than 35 hours per week)? Only answer "yes" if no part-time elected or appointed officials receive health benefits. If your municipality has part-time elected or appointed officials who elect to take State Health Benefits Program (SHBP) health benefits (or receive a waiver for not doing so) by virtue of serving in their position continuously since May 21, 2010, you must answer "No". If you answered "No", please list in the Comments section the name and title of each elected or appointed official receiving either health benefits or a waiver payment in lieu of health benefits.	
	Yes	Is your municipality collecting at least the amount set forth by the Chapter 78 Grid for health benefit contributions (or 1.5% of base salary, whichever is greater) for all officers and employees?	

Best Practices Worksheet CY 2016/SFY2017

		Jersey City City (Hudson)	
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
	Yes	<p>Payments for waivers filed before May 21, 2010, and maintained continuously since, cannot exceed fifty percent (50%) of the amount saved by the local unit as a result of the employee's waiver of coverage. For waivers filed on or after May 21, 2010, which is the effective date of P.L. 2010, c. 2, payments cannot exceed the lesser of twenty-five percent (25%) of the amount saved by the local unit as a result of the waiver, or \$5,000. When calculating an employee's waiver payment, the local unit must deduct the employee's healthcare contribution obligation from the total premium cost. Local units have sole discretion as to whether or not to offer employees payments for waiver of health benefits, and may offer waiver payments lower than the statutory maximum. Health benefit waiver payments are statutorily excluded from collective bargaining. See Local Finance Notices 2010-12 and 2016-10 for further discussion on health benefit waiver payments. <u>Does your municipality 1) refrain from paying waiver payments in excess of the statutory maximum; 2) deduct employee healthcare contribution obligations from the total premium cost when calculating waiver payments; and 3) refrain from incorporating healthcare waiver payments in any labor agreement?</u> "N/A" is only applicable where the municipality has a policy of not making payments in lieu of health benefits.</p>	

Best Practices Worksheet CY 2016/SFY2017

		Jersey City City (Hudson)	
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
		Personnel - PE	
25	Yes	The Fair Labor Standards Act (FLSA) is a federal law requiring that overtime pay must be paid for all hours over 40 hours in a work week except for those employees classified as exempt and thus not entitled to overtime. Management employees such as elected officials, managers/administrators, municipal clerks, CFOs, public works superintendents, police chiefs and other department heads are typically classified as having exempt status and thus not entitled to overtime pay. Other municipal employees may also be classified as exempt under the FLSA (you should consult with labor counsel for more detailed guidance). Exempt status would also preclude overtime pay for time worked during emergencies, attendance at night meetings and participation in training sessions. Compensated leave time in lieu of cash payments is considered to be a form of overtime pay unless such leave is utilized in the same pay period. <u>Does your municipality refrain from paying overtime to employees classified as exempt under the FLSA?</u>	
	No	<u>For any employees covered by a collective bargaining agreement, has your municipality instituted a policy to not compensate said employees for sick leave accumulated after a certain date?</u> If such provisions were imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining, your answer can be "N/A". If answering "N/A", the municipality must identify under "Comments" each such provision imposed by an arbitrator, along with the status of the collective bargaining negotiations to eliminate each such provision.	
27	No	Has your municipality instituted a written policy to not compensate non-union employees for sick leave accumulated after a certain date?	
28	Yes	Has your municipality adopted an ordinance, resolution, regulation or written policy eliminating longevity awards, bonuses or payments for non-union employees?	

Best Practices Worksheet CY 2016/SFY2017

		Jersey City City (Hudson)	
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
	No	For any employees covered by a collective bargaining agreement, has your municipality eliminated all longevity awards, bonuses or payments for employees hired on or after a specified date, and refrained from increasing any longevity awards, bonuses or payments for employees hired before a specified date? The answer to this question can be "N/A" if such provisions were imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining. If answering "N/A", the municipality must identify under "Comments" each such provision imposed by an arbitrator, along with the status of the collective bargaining negotiations to eliminate each such provision.	
30	Yes	Employee personnel manuals or handbooks serve as a valuable tool to convey a municipality's policies, procedures and benefits. Many insurance carriers encourage the adoption of such a document and offer discounted rates for their use. These publications should review employees' rights and obligations in areas ranging from discrimination, safety, violence, and harassment to vacation and sick days, holidays, use of township vehicles, smoking and political activity, among others. <u>Has your municipality adopted or updated an employee personnel manual/handbook by resolution or ordinance within the last five years? If yes, please provide in the Comments section the date of the meeting at which the personnel manual was adopted or updated.</u>	Resolution 16.578 Approved: 8/17/2016

Best Practices Worksheet CY 2016/SFY2017

		Jersey City City (Hudson)	
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
	0	Select	
	21	Yes	
	8	No	
	1	N/A	
	30	Total Answered:	
	22	Score (Yes + N/A)	
	73%	Score %	
		Chief Administrative Officer's Certification	
		I hereby certify that the information provided in this Best Practices Inventory is accurate to the best of my knowledge.	Certification #(s) N-0625
		Name & Title	Date
		Robert Kakoleski. Business Administrator	10/5/2016
		Chief Financial Officer's Certification	
		I hereby certify that the information provided in this Best Practices Inventory is accurate to the best of my knowledge.	Certification #(s) N-0647
		Name	Date
		Donna Mauer	10/5/2016
		Municipal Clerk's Certification	
		I hereby certify that the Governing Body of the City of Jersey City in the County of Hudson will discuss the CY 2016/SFY 2017 Best Practice Inventory as completed herein at a public meeting on October 12, 2016, with the Inventory results, and the certification thereof by the Chief Administrative and Chief Financial Officers, respectively, to be stated in the minutes of said public meeting.	Certification #(s) 635
		Name	Date
		Robert Byrne	10/5/2016

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.661

Agenda No. 10.C

Approved: OCT 12 2016

TITLE:



RESOLUTION SUPPORTING SARAH'S DAUGHTERS 5TH ANNUAL DOMESTIC VIOLENCE AWARENESS GALA/FUNDRAISER

Council as a whole offered and moved adoption of the resolution:

WHEREAS, Sarah's Daughters is a relatively new non-profit agency in Jersey City that spreads awareness about domestic violence. The organization was founded by Minister Bertha Reels and is currently run by Reels with four other Jersey City women (Maxine Roycter, Sparkle Mair, Quanita Howard and Arlene Richardson-Powell); and

WHEREAS, their goal is to provide services to those involved in violent relationships and remove the stigma they experience in order to receive emotional healing. It's estimated that hundreds of women have been helped through this program. Nevertheless, the founders of Sarah's Daughters will continue to strive to be the reliable outlet for those suffering from domestic violence; and

WHEREAS, The Sarah's Daughters Fifth Annual Gala/Fundraiser is on Friday, October 7th from 7 p.m. to 11 p.m. at the Chandelier Restaurant in Bayonne, NJ where the following honorees will be noticed for their continued support for the cause and for the organization:

*Patricia "Tish" Jackson
Carol Mori
Tori Carter
Vincent D'Elia, Esq.
Pamela Johnson
Peter Barnes
William "Bill" O'Dea*

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby support Sarah's Daughters 5th Annual Domestic Violence Awareness Gala/Fundraiser and recognizes all the honorees.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.662
Agenda No. 10.D
Approved: OCT 12 2016
TITLE:



A RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL HONORING AARP CHAPTER No. 5102 ON THE 21ST ANNIVERSARY OF ITS FOUNDING

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, the global population of people aged 60 and over is expected to grow from 600 million at the turn of the 21st century to almost 2 billion by the year 2050; and

WHEREAS, in the United States, the population of people aged 65 and over is expected to grow to 88.5 million by 2050, taking the total share of the 65 and over population from 12 percent to 20 percent of the total national population; and

WHEREAS, research shows that older Americans overwhelmingly want to remain in their homes, with 80 percent of adults 65 and older living in metropolitan areas; and

WHEREAS, The American Association of Retired Persons (AARP) is a national organization which engages in federal, state, and local advocacy on behalf of this growing segment of the US population; and,

WHEREAS, AARP Chapter No. 5102 was founded in 1995 by John Steel, Beth Fabio, Betty Skolar, and Neil Pecorano to ensure that Jersey City's seniors would be better able to organize as advocates for state and local issues affecting seniors; and

WHEREAS, for the past 21 years, AARP Chapter No. 5102 has worked to elevate issues important to seniors, including state legislation to lower the cost of prescription medicine and to close coverage loopholes for seniors on Medicare, and is actively working on expanding its membership;

NOW, THEREFORE, BE RESOLVED that the Members of the Jersey City Municipal Council hereby recognize the work done by the AARP Chapter No. 5102 on behalf of the City's senior population; and

BE IT FURTHER RESOLVED that the Jersey City Municipal Council congratulates the AARP Chapter No. 5102 as it celebrates the 21st year since its establishment, and wishes them many more years of successful advocacy on behalf of Jersey City's seniors and retirees.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.663
Agenda No. 10.E
Approved: OCT 12 2016
TITLE:



RESOLUTION REAPPOINTING MARY BLOOM AS A MEMBER OF THE ETHICAL STANDARDS BOARD OF THE CITY OF JERSEY CITY

Council as a whole, offered and moved adoption of the following resolution:

WHEREAS, Mary Bloom, is a resident of the City of Jersey City; and

WHEREAS, Mary Bloom, has been chosen by virtue of her known and consistent reputation for integrity and knowledge of local government affairs; and

WHEREAS, Mayor Steven M. Fulop reviewed the qualifications of **Mary Bloom** and recommended her reappointment as a member of the Ethical Standards Board of the City of Jersey City, by letter dated September 6, 2016; and

WHEREAS, the Council has reviewed the qualifications of **Mary Bloom** and considers her well qualified to serve as a member of the Ethical Standards Board of the City of Jersey City.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City that:

1. The reappointment of **Mary Bloom** as a member of the Ethical Standards Board of the City of Jersey City is hereby consented to and confirmed pursuant to N.J.S.A. 40A:9-22.19(a).
2. Her term of office shall expire on May 10, 2021.

G:\WPDOCS\BOARDS\ETHICAL\Mary Bloom - Reappointment Resolution.wpd

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Directors
8.a
Meeting 10.12.16

September 6, 2016

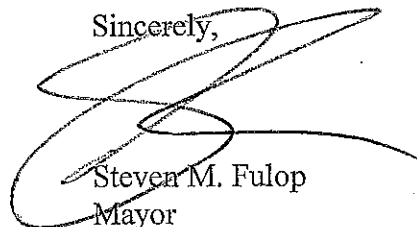
President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear President and Members,

Kindly be advised that I have reappointed **Mary Bloom**, of 24 College Drive, Apt. 1E, Jersey City, New Jersey, 07305, **Republican**, to serve as a member of the **Jersey City Ethical Standards Board**. Ms. Bloom's term will commence upon the adoption of a resolution and will expire May 10, 2021.

I respectfully request your advice and consent on this matter.

Sincerely,



Steven M. Fulop
Mayor

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV
WWW.CITYOFJERSEYCITY.COM

c: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Mark Albiez, Chief of Staff
Nancy Warlikowski, Mayor's Office
Mary Bloom

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.664
Agenda No. 10.F
Approved: OCT 12 2016
TITLE:



RESOLUTION REAPPOINTING CHOUDHRI HUSSAIN AS A MEMBER OF THE ETHICAL STANDARDS BOARD OF THE CITY OF JERSEY CITY

Council as a whole, offered and moved adoption of the following resolution:

WHEREAS, Choudhri Hussain, is a resident of the City of Jersey City; and

WHEREAS, Choudhri Hussain, has been chosen by virtue of his known and consistent reputation for integrity and knowledge of local government affairs; and

WHEREAS, Mayor Steven M. Fulop reviewed the qualifications of **Choudhri Hussain** and recommended his reappointment as a member of the Ethical Standards Board of the City of Jersey City, by letter dated September 6, 2016; and

WHEREAS, the Council has reviewed the qualifications of **Choudhri Hussain** and considers his well qualified to serve as a member of the Ethical Standards Board of the City of Jersey City.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City that:

1. The reappointment of **Choudhri Hussain** as a member of the Ethical Standards Board of the City of Jersey City is hereby consented to and confirmed pursuant to N.J.S.A. 40A:9-22.19(a).
2. His term of office shall expire on May 10, 2021.

GAWPDOCS\BOARDS\ETHICAL\Choudhri Hussain - Reappointment Resolution.wpd

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Director
8.b
Meeting 10.12.16

September 6, 2016

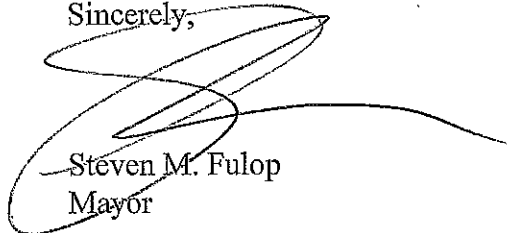
President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear President and Members,

Kindly be advised that I have reappointed **Choudhri Hussain**, of 520 Mercer Street, Jersey City, New Jersey, 07306, **Republican**, to serve as a member of the **Jersey City Ethical Standards Board**. Mr. Hussain's term will commence upon the adoption of a resolution and will expire May 10, 2021.

I respectfully request your advice and consent on this matter.

Sincerely,


Steven M. Fulop
Mayor

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

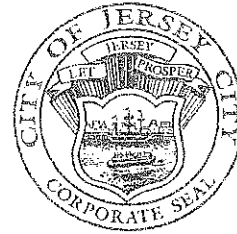
P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV
WWW.CITYOFJERSEYCITY.COM

c: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Mark Albiez, Chief of Staff
Nancy Warlikowski, Mayor's Office
Choudhri Hussain

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.665
Agenda No. 10.6
Approved: OCT 12 2016
TITLE:



RESOLUTION AUTHORIZING THE WAIVER OF METERED PARKING FEES IN CERTAIN MUNICIPAL LOTS FROM NOVEMBER 25 THROUGH DECEMBER 31, 2016 IN ORDER TO ENCOURAGE ECONOMIC ACTIVITY IN CERTAIN COMMERCIAL AREAS

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, pursuant to Section 332-48 (A) and (B) of the Municipal Code, the City of Jersey City requires those who park motor vehicles at parking meters to deposit funds in any off street or on street meters, parking from Monday-Friday, during the hours of 9-9; and

WHEREAS, pursuant to Section 332-48(C) City Code, the Municipal Council may adopt a resolution to allow free parking in any metered parking zone, on or off street or both, upon a finding of public necessity, need or purpose; and

WHEREAS, December is the highest sustained peak shopping month of the year, beginning on the day after Thanksgiving; and

WHEREAS, waiving parking meter fees will encourage economic activity and attract the shopping public to the City's commercial areas during this period; and

WHEREAS, encouraging economic activity during the peak holiday shopping month, is a public purpose that allows the City to waive parking meter fees in commercial areas.

NOW THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- Pursuant to Section 332-48(C) Meter parking fees shall be waived and parking shall be free for a maximum of 2 consecutive hours per vehicle per day, from November 25 through December 31, 2016 in all metered parking in the following commercial lots:
 - Off Street lots:
 - Lot 3: 352 Central Avenue
 - Lot 4: 388 Central Avenue
 - Lot 15: 754 West Side Avenue
 - Lot 28: Montgomery and Orchard
 - Lot 32/33: 277 Central Ave
 - Lot 39: 522 West Side Avenue
 - Lot 44: 693 Newark Avenue
 - Lot 49: 328-342 Central Avenue
 - Lot 52: 174 Newark Avenue
- The City Clerk shall forward a certified copy of this resolution to the Police Chief and Police Director.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE WAIVER OF METERED PARKING FEES IN CERTAIN MUNICIPAL LOTS FROM NOVEMBER 25-DECEMBER 31, 2016 IN ORDER TO ENCOURAGE ECONOMIC ACTIVITY IN CERTAIN COMMERCIAL AREAS

Initiator

Department/Division	Public Safety	Division of Parking Enforcement
Name/Title	Mary Spinello	Director
Phone/email	(201) 206-8933	mspinello@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To encourage economic activity and draw the shopping public to commercial areas within Jersey City during peak holiday shopping season.

I certify that all the facts presented herein are accurate.

Mary Spinello
Signature of Department Director

10/5/16
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Resd. 16.666

Agenda No. 10.H

Approved: OCT 12 2016

TITLE:



RESOLUTION REJECTING THE BID RECEIVED BY THE CITY OF JERSEY CITY ON SEPTEMBER 13, 2016 FOR A CONTRACT KNOWN AS PERSHING FIELD ICE RINK - NEW ICE COURT FLOORING, PROJECT NO. 2016-028

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Agent acting within his authority and in conformance with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for a contract known as Pershing Field Ice Rink - New Ice Court Flooring, Project No. 2016-028 (Project); and

WHEREAS, on September 13, 2016, the City of Jersey City (City) received one (1) bid from:

Louis Gargiulo Company \$339,000.00

WHEREAS, this bid substantially exceeds the Division of Architecture's (Division) pre-bid estimate for this Project of \$100,000.00; and

WHEREAS, the City's Director of Architecture recommends that the bid be rejected and the contract be rebid; and

WHEREAS, N.J.S.A. 40A:11-13.2(a) authorizes the rejection of all bids when bids substantially exceed the pre-bid estimate;

NOW THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that because of the reasons stated above which are incorporated herein, the bid received by the City on September 13, 2016 for a contract known as Pershing Field Ice Rink - New Ice Court Flooring, Project No. 2016-028 is rejected and the Purchasing Agent is authorized to rebid the contract.

RR/ab
September 30, 2016

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rólando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION REJECTING THE BID RECEIVED BY THE CITY OF JERSEY CITY ON SEPTEMBER 13, 2016 FOR A CONTRACT KNOWN AS PERSHING FIELD ICE RINK - NEW ICE COURT FLOORING, PROJECT NO. 2016-028.

Project Manager

Department/Division	Administration	Architecture
Name/Title	Brian F. Weller, L.L.A., A.S.L.A.	Director
Phone/email	(201) 547-5900	wellerb@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Pershing Field Ice Rink – New Ice Court Flooring

Bids were received at the Division of Purchasing on September 13, 2016, however only one bid was received and it substantially exceeded the Division of Architecture's (Division) pre-bid estimate for this Project of \$100,000.00.

City's Director of Architecture recommends that the bid be rejected and the contract be rebid.

Cost (Identify all sources and amounts)

N/A

Contract term (include all proposed renewals)

N/A

Type of award Fair and Open

If "Other Exception", enter type

Additional Information

One (1) proposal was received from the following:

Louis Gargiulo Company \$339,000.00

I certify that all the facts presented herein are accurate.


Signature of Division Director

9/30/16
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE

PUBLIC WORKS COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 30, 2016

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture, Engineering *BFW*

SUBJECT : Pershing Field Ice Rink - New Ice Court Flooring
Project No. 2016-028

Attached for your consideration is the Resolution rejecting bid received for a contract known as Pershing Field Ice Rink - New Ice Court Flooring. The sole bid received in this regard substantially exceeded the Division of Architecture's pre-bid estimate for the project of \$100,000.00.

If you need any additional information, please do not hesitate to call.

ab

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.667

Agenda No. 10.1

Approved: OCT 12 2016

TITLE:



AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2007-1750 SOLD TO PAT CARABELLESE.

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City sold a tax sale certificate on 633 Grand Street, Block 15501 Lot 1, Certificate# 2007-1750 on June 28th 2007 to Pat Carabellese; and

WHEREAS, Pat Carabellese the third party lienholder for certificate 2007-1750 lost the original certificate issued on June 28th, 2007; and

WHEREAS, the Tax Collector would like to issue a duplicate tax sale certificate to Pat Carabellese under chapter 99 the P.L. of 1997.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that Pat Carabellese be and hereby given a duplicate tax sale certificate..

APPROVED: 

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required ☐

Not Required ☐

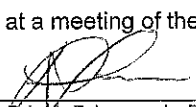
APPROVED 9-0

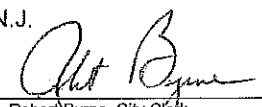
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2007-1750
SOLD TO PAT CARABELLESE.

Initiator

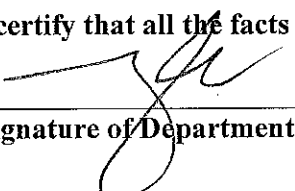
Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	MAUREEN COSGROVE	TAX COLLECTOR
Phone/email	5120	MAUREEN@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To replace a lost third party lien certificate.

I certify that all the facts presented herein are accurate.



Signature of Department Director

10/4/16

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.668

Agenda No. 10.J

Approved: OCT 12 2016

TITLE:



CANCELLATION OF 2016 REAL ESTATE TAXES ON BLOCK 17702, LOT 26, ALSO KNOWN AS 2435 KENNEDY BLVD., JERSEY CITY, NEW JERSEY, WHICH IS A TAX EXEMPT PROPERTY

**COUNCIL
FOLLOWING RESOLUTION:**

OFFERED, AND MOVED ADOPTION OF THE

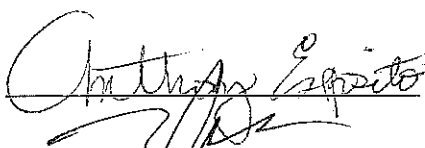
WHEREAS, CONG. TEMPLE BETH acquired the subject property, and therefore, the property should have been tax exempt for the 2016 tax year; and

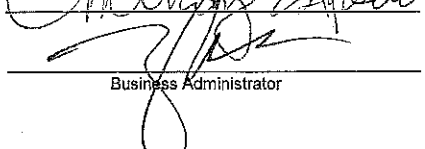
WHEREAS, the property still shows open, based on the original assessment which should have been canceled; and

WHEREAS, the Tax Collector's files still indicate that taxes are due for the tax year 2016 and the Tax Collector would like to cancel the erroneous charges in the amount of \$5,860.46; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the real estate tax balance on block 17702, lot 26, also known as 2435 Kennedy Blvd., Jersey City, New Jersey, be and is hereby canceled in the amount of \$5,860.46.

CREDIT 2016 REAL ESTATE TAXES \$5,860.46

APPROVED: 

APPROVED: 

Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required ☐

Not Required ☐

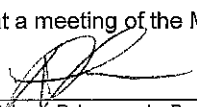
APPROVED 9-0

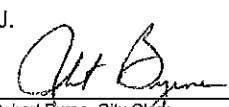
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

CANCELLATION OF 2016 REAL ESTATE TAXES ON BLOCK 17702, LOT 26, ALSO KNOWN AS 2435 KENNEDY BLVD., JERSEY CITY, NEW JERSEY, WHICH IS A TAX EXEMPT PROPERTY

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	MAUREEN COSGROVE	TAX COLLECTOR
Phone/email	5120	MAUREEN@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To correct tax collector's records based on a tax exemption that should have been applied to the 2016 tax year.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date



OFFICE OF THE CITY ASSESSOR
280 Grove Street
Jersey City, NJ 07302
Tel. 201-547-5131 Fax 201-547-4949

Eduardo Toloza
Assessor

DATE: September 16, 2016
TO: Maureen Cosgrove, Collector
FROM: Ed Toloza, Assessor
SUBJECT: **Block 17702 Lot 26**
A/K/A 2435 Kennedy Blvd.

Please be advised that the above captioned property was assessed for the taxing year 2016 based the redevelopment application which would have been construed as abandoning its exempt purpose. However, January 9, 2015 the application for general development was withdraws from consideration and therefore tax exempt status should have continued for 2016 and thereafter.

Could you please cancel the 2016 taxes charged in error in the amount of \$5,860.46. Our records have been amended, reflecting the tax exempt status of the subject property for the 2017 taxing year and forward.

If you have any question on this matter, please don't hesitate to give me a call.

Account Inquiry Summary by Years

Exit Help

Account # 600050 Block/Lot 17702 / 26 /
 Owner Name CONG. TEMPLE BETH EL
 Address 2419 KENNEDY BLVD.
 City/St/Zip JERSEY CITY, NJ 07304
 P.Loc 2435 KENNEDY BLVD.
 Bank Code
 Ded. Amt. .00 Sp. Tax Cd
 Lst Sch Date Lst Pay Date 11/22/2011

Principal 2,930.23
 Interest 52.43
 Uncoll. Interest 00.
 Total Due 2,982.66

Interest thru Date 09/21/2016

New Account# New Blk/Lot/Qual < Prev Next > View Summary
☐ Tax Bills ☒ Add Asses. Bills ☐ Misc. Bills ☐ Payments ☐ Int. Payments ☒ Billing Adj. ☐ Payment Adj.

Tax Yr	O	Trans/Due Date	Description	Bill/Paid/Adj Amt.	Open Balance	Days	Interest	Check#	Dp#	Src
2016	3	8/01/2016	TAXES BILL	2930.23	2930.23	50	52.43			
2016	4	11/01/2016	TAXES BILL	2930.23	2930.23					
2017	1	2/01/2017	TAXES BILL	1465.12	1465.12					
2017	2	5/01/2017	TAXES BILL	1465.11	1465.11					

Narrative Edit Account Edit Print Account Duplicate Bill Refresh Utilities TTY Inquiry QTY Inquiry

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.669
Agenda No. 10.K
Approved: OCT 12 2016
TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR
CDBG, ESG, HOPWA AND HOME AND AUTHORIZING PROGRAM CONTRACTS
UNDER THE HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2016
THROUGH MARCH 31, 2017**

COUNCIL offered and moved adoption of the
following resolution:

WHEREAS, the United States Department of Housing and Urban Development (HUD) has awarded the City of Jersey City \$5,422,644 in Community Development Block Grant (CDBG) funds; \$1,368,033 in HOME Investment Partnerships Program (HOME) funds; \$2,397,584 in Housing Opportunities for Persons With AIDS (HOPWA) funds and \$463,919 in Emergency Solutions Grant (ESG) funds for Fiscal year 2016; and

WHEREAS, in addition to the above referenced funding, the City of Jersey City anticipates receiving \$173,943 in CDBG Program Income; \$73,797 in HOME Investment Partnerships (HOME) Program Income; and

WHEREAS, the City of Jersey City has developed a One (1) Year Annual Action Plan consistent with the City's needs and federal regulations; and

WHEREAS, the U.S Department of Housing and Urban Development (HUD) has approved the City's FY2016 Annual Action Plan; and

WHEREAS, most of the activities proposed in the City's application require the use of Agencies and Subgrantees; and

WHEREAS, the attached entities are eligible under 24 CFR Part 570, 24 CFR Part 92, 24 CFR Part 574 and 24 CFR Part 576; and

WHEREAS, the City of Jersey City has complied with all program requirements and will continue to administer the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), Housing Opportunities for Persons With AIDS (HOPWA) and HOME Investment Partnerships Program (HOME) in compliance with such requirements; and

WHEREAS, 24 CFR85; 570.1; 570.204(c); 570.3; (c); 570.500; 570.501-503 requires all subrecipients to be named in the application for approval by HUD; and

WHEREAS, a copy of the Subgrantee Agreements memorializing these contracts will be on file at the Office of the City Clerk; and

WHEREAS, these agreements are exempt from public bid N.J.S.A. 40A:11-5(2).

City Clerk File No. Res. 16.669Agenda No. 10-K OCT 12 2016

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR
CDBG, ESG, HOPWA AND HOME AND AUTHORIZING PROGRAM CONTRACTS
UNDER THE HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2016
THROUGH MARCH 31, 2017**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor and/or Business Administrator is hereby authorized to accept and execute HUD Entitlement Grant Agreements and to execute Subgrantee Agreements with Subgrantees identified on the attached list, under the year 2016 HUD entitlement program and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development (DCD) during the fiscal year; and
2. Subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements, in substantially the form attached, and such other documents deemed necessary to secure loans and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna Mauer Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available for the payment of this Resolution in the accounts listed on the pages attached.

City Clerk File No. Res. 16.669
 Agenda No. 10.K OCT 12 2016

TITLE:

2016 CDBG – PUBLIC SERVICE PROGRAM

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
ASPIRA, Inc.	\$ 17,500	58-200-56-851-914	122655
Big Brothers, Big Sisters of Essex, Hudson and Union Counties	\$ 55,200	58-200-56-851-829	122656
C-Line Community Outreach Services Inc.	\$ 14,800	58-200-56-851-974	122657
Collaborative Support Programs of New Jersey, Inc.	\$ 15,000	58-200-56-851-511	122658
Educational Arts Team, Inc.	\$ 17,000	58-200-56-851-978	122659
Girl Scouts Heart of New Jersey	\$ 20,000	58-200-56-851-629	122660
Grace Van Vorst Community Services	\$ 20,000	58-200-56-851-816	122661
Garden State Episcopal CDC (Homeless Outreach)	\$ 100,000	58-200-56-851-928	122662
H.C. Court Appointed Special Advocates (CASA)	\$ 50,000	58-200-56-851-878	122663
JC Connections dba Hudson Pride (Youth Connect)	\$ 20,000	58-200-56-851-850	122664
Jersey City Employment and Training Commission	\$ 120,711	58-200-56-851-513	122665
Kennedy Dancers (Inner City Youth)	\$ 10,000	58-200-56-851-965	122666
Kennedy Dancers (Senior Citizens)	\$ 10,000	58-200-56-851-633	122667
New Jersey Citizen Action Education Fund, Inc.	\$ 10,000	58-200-56-851-512	122668
Nimbus Dance Works	\$ 5,000	58-200-56-851-630	122669
PAN American Concerned Citizens Action League	\$ 12,000	58-200-56-851-815	122670
Philippine American Friendship Committee, Inc.(PAFCOM)	\$ 13,500	58-200-56-851-851	122671
Palisades Emergency Residence Corporation (PERC)	\$ 25,000	58-200-56-851-600	122672
Urban League of Hudson County (GSS)	\$ 15,000	58-200-56-851-925	122673
The Waterfront Project, Inc.	\$ 15,000	58-200-56-851-520	122674
WomenRising, Inc. (Domestic Violence Services)	\$ 28,000	58-200-56-851-911	122675
WomenRising, Inc. (Workforce Development Training Center)	\$ 40,500	58-200-56-851-521	122676
JC Department of Recreation (Baseball Leagues)	\$ 60,000	58-200-56-851-522	N/A
Covenant House of New Jersey	\$ 10,000	58-200-56-851-547	122677
Youth Summer Programs	\$ 135,276	58-200-56-851-519	N/A

TITLE:

2016 CDBG REHABILITATION PROGRAM

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Catholic Charities Archdiocese of Newark	\$ 45,940	58-200-56-851-742	122627
Greater Bergen Community Action, Inc.	\$ 38,700	58-200-56-851-523	122628
Hudson Community Enterprises	\$ 150,000	58-200-56-851-961	122629
J.C. Division of Community Development (Acquisition – Rehab)	\$ 338,828	58-200-56-851-745	122630
J.C. Division of Community Development (HORP)	\$ 626,057	58-200-56-851-930	122631
J.C. Division of Community Development (Demolition - Rehab)	\$ 338,828	58-200-56-851-744	122632
J.C. Dept. of Public Works (Curb cuts)	\$ 300,000	58-200-56-851-622	122633
J.C. Dept. of Public Works (Sidewalk)	\$ 300,000	58-200-56-851-622	122634
Margaret Anna Cusack Care Center, Inc.	\$ 118,275	58-200-56-851-994	122635
Rebuilding Together J.C., Inc. (Citywide)	\$ 45,000	58-200-56-851-872	122636

2016 HOME PROGRAM

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Administration	\$ 136,804	36-200-56-909-101	N/A
Garden State Episcopal CDC (Neighborhood Recovery Program)	\$ 470,105	36-200-56-909-604	122637
Jersey City Community Housing Corp – 108 Storms Avenue	\$ 250,000	36-200-56-909-501	122638
Terzetto NJ LLC – 524-530 Ocean Avenue	\$ 511,124	36-200-56-909-525	122639

2016 HOPWA PROGRAM

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Administration	\$ 71,928	37-200-56-910-101	N/A
Cornerstone Outreach/HC Resource Center (TBRA)	\$ 950,375	37-200-56-910-589	122640
Garden State Episcopal CDC – Hudson CASA Emergency Housing	\$ 65,000	37-200-56-910-984	122641
Let's Celebrate, Inc. – Housing Plus – TBRA	\$ 492,535	37-200-56-910-983	122642
Let's Celebrate, Inc. – Housing Plus – STRMU	\$ 232,993	37-200-56-910-979	122643
Catholic Charities Archdiocese of Newark – Franciska Residence	\$ 255,880	37-200-56-910-980	122644
Catholic Charities Archdiocese of Newark – Canaan House	\$ 90,101	37-200-56-910-542	122645
Garden State Episcopal CDC – Corpus Christi Ministry Housing	\$ 238,772	37-200-56-910-588	122646

City Clerk File No. Res. 16.669
 Agenda No. 10.K OCT 12 2016

TITLE:

2016 ESG PROGRAM

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Catholic Charities Archdiocese of Newark – Hope House	\$ 48,567	49-200-56-904-920	122647
Catholic Charities Archdiocese of Newark – St. Lucy's	\$ 135,000	49-200-56-904-742	122648
Garden State Episcopal CDC (Hudson CASA) – RRH / STRMU	\$ 185,568	49-200-56-904-546	122649
Garden State Episcopal CDC (Homeless Outreach)	\$ 50,000	49-200-56-904-526	122650
York Street Project – Saint Joseph's Family Shelter – Home Bridge Housing	\$ 44,784	49-200-56-904-527	122651

2016 ECONOMIC DEVELOPMENT PROGRAM

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Hudson Community Enterprises, Inc.	\$ 100,000	58-200-56-851-961	122652
Rising Tide Capital, Inc.	\$ 225,000	58-200-56-851-631	122653

2016 ADMINISTRATION

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
J.C. Division of Community Development (DCD)	\$ 1,084,529	58-200-56-851-918	N/A
J.C. Housing Code Enforcement (HCE)	\$ 72,000	58-200-56-851-529	N/A

2016 CDBG - RELOCATION

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
J.C. Division of Community Development (Relocation Assistance)	\$ 100,000	58-200-56-851-935	122654

Section 108 Loan Repayment	\$ 500,000	58-200-56-851-524	N/A
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APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐


APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR CDBG, ESG, HOPWA AND HOME AND AUTHORIZING PROGRAM CONTRACTS UNDER THE HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2016 THROUGH MARCH 31, 2017

Project Manager

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	x5304	CGandulla@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

FY2016 HUD Entitlement Grant application for City of Jersey City

Funding assists agencies and subgrantees to implement various projects/social services for Jersey City residents.

Cost (Identify all sources and amounts)

HUD Entitlement Funds

Contract term (include all proposed renewals)

April 1, 2016 – March 31, 2017

Type of award

If "Other Exception", enter type

Additional Information

CDBG Entitlement Funds:	\$5,422,644.
HOME Entitlement Funds:	\$1,368,033.
HOPWA Entitlement Funds:	\$2,397,584.
ESG Entitlement Funds:	\$ 463,919.
CDBG Program Income:	\$ 173,943.
HOME Program Income:	\$ 73,797

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/14/16
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.670

Agenda No. 10.1

Approved: OCT 12 2016

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING SUBMISSION OF THE FY2017 COMMUNITY SERVICES BLOCK GRANT (CSBG) APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, the New Jersey Department of Community Affairs (DCA) has been designated as the State agency to administer and supervise the federal Community Services Block Grant; and

WHEREAS, the Department of Community Affairs intends to award the City of Jersey City approximately \$326,752.00 for the Community Services Block Grant Program; and

WHEREAS, the Community Services Block Grant will operate from the period of January 1, 2017 through December 31, 2017; and

WHEREAS, the City of Jersey City has developed a Community Services Block Grant application consistent with the City's needs and federal regulations; and

WHEREAS, the City of Jersey City's application details projects recommended to receive funding for FY2017 as identified on the attached page; and

WHEREAS, the City of Jersey City has complied with all program requirements and will continue to administer the Community Services Block Grant Program in compliance with such requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the Mayor and/or Business Administrator are hereby authorized to submit a proposal application to the New Jersey Department of Community Affairs for FY2017 Community Services Block Grant funding.

City Clerk File No. Res. 16.670
 Agenda No. 10.L OCT 12 2016

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF
 JERSEY CITY AUTHORIZING SUBMISSION OF THE FY2016
 COMMUNITY SERVICES BLOCK GRANT (CSBG) APPLICATION TO
 THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

AGENCY	INITIAL FUNDING	FUNDING LEVEL
Administration	44,000	124,454
Educational Arts Team	20,400	60,000
Grace Van Vorst Community Services	5,552	15,576
Hudson Community Enterprises	7,000	20,000
Jersey City Department of Health & Human Services	70,000	200,000
Jersey City Employment & Training Commission	44,000	125,546
Jersey City Free Public Library (TASC)	7,350	21,000
Jersey City Free Public Library (Succeeding at Work & Life)	18,200	52,000
Let's Celebrate (Food Security Network)	17,500	50,000
New City Kids, Inc.	16,800	48,000
PACO	5,950	17,000
Salvation Army (After School Program)	21,000	60,000
Salvation Army (Basic Needs)	13,300	38,000
Starting Points, Inc. (Project Handshake II)	17,500	50,000
The Sharing Place, Inc.	7,000	20,000
Urban League of HC (Coding Classes)	4,200	12,000
WomenRising, Inc (Workforce)	7,000	20,000
TOTAL	\$326,752	\$933,576

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

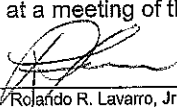
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE											10.12.16	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	
GAJEWSKI	✓			YUN	✓			RIVERA	✓			
HALLANAN	✓			OSBORNE	✓			WATTERMANN	✓			
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

RESOLUTION FACT SHEET - COUNCIL AWARE

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING SUBMISSION OF THE FY2017 COMMUNITY SERVICES BLOCK GRANT
(CSBG) APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

Project Manager

Department/Division	Housing, Economic Development & Commerce (HEDC)	Division of Community Development
Name/Title	Kiyada Pittman	Program Supervisor
Phone/email	201-547-5468	kpittman@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The Community Services Block Grant (CSBG) is an anti-poverty grant that provides funding to various social service agencies. Services range from educational programs to youth to Meals on Wheels program for senior citizens.

Cost (Identify all sources and amounts)

Grant Funds - \$326,752 (initial allocation).
Expected total allocation of \$933,576.

Contract term (include all proposed renewals)

Grant Term is from January 1, 2017 –
December 31, 2017

Type of award	State (DCA) Funding
----------------------	---------------------

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director _____

Date _____

10/5/16



Planning Assistance Grant Application

I. Application Summary

Applicant	City of Jersey City	Contact Person	Chris Sprague
County	Hudson County	Address	60 Roseland Avenue, Caldwell NJ
Date	9/19/2016	Phone	973-226-3329
Type of Grant Requested	TDR Receiving Zone Feasibility	Fax	973-226-3399
Requested Grant Amount	\$60,000	Email	cSprague@m-strat.com

II. Highlands Jurisdiction & Grantee Signature

Is the applicant located within the Highlands Region? ☐ Yes ☒ No

If yes, indicate: ☐ Preservation Area ☐ Planning Area ☐ Split

The City of Jersey City hereby applies to the New Jersey Highlands Water Protection and Planning Council for a Planning Assistance Grant pursuant to the Highlands Water Protection and Planning Act, N.J.S.A. 13:20-1 et seq., P.L.2004, c. 120 and agrees to provide the Highlands Council at no cost copies of its land use planning documents listed on the Checklist of items listed below.

ORIGINAL SIGNATURE REQUIRED

Municipal/County Official or Authorized Designee's Title

III. Items Required for Complete Grant Application

<input type="checkbox"/> Copy of resolution of governing body authorizing submission of grant application.	<input type="checkbox"/> *Copy of notification to county planning board that applicant is pursuing a planning assistance grant.
<input type="checkbox"/> *Copy of the following local planning documents (not required if the applicant has already submitted them to Highlands Council unless subsequently amended): <ul style="list-style-type: none">• Master Plan• Land Use Regulations	

***Not Applicable for Initial Assessment Grants.**

IV. Scope of Work

Work Products:

Describe the planning document(s) to be prepared, as well as project timeframes and target completion dates.

Deliverable(s)	Project Timeframe	Target Completion Date
Phase I - Information Gathering and Infrastructure/Capacity Evaluation (\$15,000) Task 1. <u>Assemble Project Team.</u> The Municipality shall designate a working project team for the grant. This shall include the professional(s) assigned by the municipality to complete the study, municipal staff with knowledge relevant to the preparation of the study (engineer, planner, public works, etc.), a representative from the Highlands Council, and as needed the professional responsible for the preparation of the Phase III, fiscal and real estate market analysis. Task 2. <u>Gather Existing Data and Information.</u> Working in conjunction with the municipality, the Highlands Council, and utility providers, the Project Team will gather existing available information on the existing infrastructure and capacities available. This effort shall include working with municipal staff to determine any known deficiencies in existing infrastructure (roads, sewers, stormwater) that may limit the ability to increase densities. This component of data gathering shall be limited to existing local knowledge and available information and data. Task 3. <u>Assess Infrastructure.</u> <ol style="list-style-type: none"> Using existing available information, conduct an assessment of existing water supply and wastewater infrastructure capacity; Identify other significant infrastructure issues, including but not limited to stormwater and transit infrastructure in the municipality to determine whether the municipality has the ability to support additional residential and/or non-residential development; Review relevant municipal plans, assessments, and other information relating to infrastructure and utility service in possible receiving zone areas and evaluate costs of needed infrastructure; Describe the intended plan for financing the infrastructure and any proposed impact fees. Task 4. <u>Decision to Proceed to Phase II.</u> Based on the above review, determine if there is the ability to support more density. If there is not sufficient existing infrastructure, is there a willingness on the part of the municipality to review the potential for developing increased infrastructure to support increased density?	8 weeks	2 months from contract execution
Phase II - Site Evaluation (\$25,000) Task 1. <u>Potential Receiving Zone Identification.</u> Identify potential receiving zone(s) based upon discussions with municipal officials and previous municipal planning work. Task 2. <u>Selection of Area(s) for more Detailed Evaluation.</u> Select one or more potential receiving zone(s) for assessment and provide discussion of why that zone or zones were selected, including the criteria used in making the selection. The selection could be	8 weeks	4 months from contract execution

based upon the availability of the property, developer interest, municipal recommendations, location, or any other factors that may make the property potentially appropriate for increased development. The specific Area identified may be a single site or a larger area, depending on the municipality's vision.

Task 3. Receiving Zone Evaluation. Review the characteristics of the potential receiving zone including:

- a. Include all parcel block and lot numbers in support of map information and any site specific conditions;
- b. Current land uses within the area, including a discussion of recent land use trends in the municipality and its portion of the County or relevant market surrounding area;
- c. Potential or known contamination, including an overview of the status of any clean-up;
- d. Underutilized sites or sites suitable for redevelopment, including any recognized areas in need of redevelopment or rehabilitation;
- e. Transportation infrastructure (including public transit);
- f. Stormwater Infrastructure including any details specific to known flood prone areas and/or Combined Sewer Overflows;
- g. Historic sites or districts; existing open space and parkland, identify any lands with easements and specify the easement conditions;
- h. Existing or desired government and civic uses;
- i. Existing economic improvement district, business improvement district, civic groups, developers, significant property owners, or other important stakeholders;
- j. Existing funding, grants or other governmental assistance (including pending applications) currently provided to the area;
- k. Environmental resources including streams corridors/buffers, wetlands, 100-year floodplains, critical wildlife habitat, steep slopes, forest and woodlands, and important soils/recharge areas.

Task 4. Evaluation of Existing Development Potential.

- a. Review current zoning and include any zoning changes that have occurred in the past 5 years, master plan, redevelopment plans or any approvals for the identified sites.
- b. Identify all major subdivision and site plan applications that have been submitted to the municipality in the past 5 years in the receiving zone and summarize the action taken by the municipality.
- c. Provide a description of the types and extent of development currently permitted by the municipality's development regulations within the potential receiving zone(s).
- d. Identify any existing impact fees in the municipality and include a discussion of how they are or will be applied in the receiving zone area.
- e. Determine if sufficient development potential exists, over and above that currently permitted, to allow an increased density necessary to support a TDR Receiving Area.

<p>Task 5. <u>Evaluation of Infrastructure Needs.</u></p> <ul style="list-style-type: none"> a. Provide a description of any wastewater, water, stormwater, roadway, transit, recreational, civic, streetscape, or other infrastructure needs of the potential receiving zone(s) based on the findings of Phase I. b. In consultation with the Highlands Council, prepare broad estimates of any potential infrastructure costs. The purpose of these cost estimates is to inform the Fiscal Impact Analysis to be conducted in Phase III. <p>Task 6. <u>Estimate Additional Densities.</u> Prepare an estimate of the total number of additional non-residential density and residential density the areas would support, based on the municipalities' vision and the existing and potential infrastructure.</p> <p>Task 7. <u>Summarize Findings.</u> Submit copies of work completed under Phase I and II to Highlands Council staff. Meet with Highlands Council staff to review Phase I and Phase II findings. Review funding needs and potential funding sources available to provide necessary infrastructure improvements identified in Phase I and II which would support a TDR Receiving Area. Ensure that these work products incorporate the level of detail required by the Phase III Fiscal.</p>		
<p>Phase III Fiscal Analysis (\$15,000) (to be conducted by consultant selected by municipality from list pre-qualified by the Highlands Council.)</p> <p>Task 1. <u>Real Estate Market Analysis.</u> Conduct a Real Estate Market Analysis of the potential receiving zone(s), including a discussion of the highest and best use of the zone. The Real Estate Market Analysis shall be conducted in accordance with the requirements of the State TDR Act.</p> <p>Task 2. <u>Fiscal Impact Analysis.</u> Using information collected under Phases I and II, conduct a fiscal impact analysis of the development of the potential receiving zone(s). This shall include fiscal impacts on the municipal government, developer, potential fiscal and economic impacts to the surrounding community, and those costs based on additional bond costs for infrastructure investments.</p>	<p>3-4 weeks</p>	<p>7 months from contract execution</p>
<p>Phase 4 Final Report (\$5,000)</p> <p>Task 1. Prepare final report summarizing findings of all work conducted.</p> <p>Task 2. Meet with Highlands staff to discuss report findings.</p> <p>Task 3. Present findings of Report, including the Fiscal Analysis to the Municipality at a Public Hearing, if desired.</p> <p>Task 4. Submit Report to Highlands Council. 1 Hard Copy and 1 Electronic Copy.</p>	<p>6-8 weeks</p>	<p>9 months from contract execution</p>
<p>Has the applicant initiated work on any of the work products? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>If work has been completed on any work products, please describe*:</p>		
<p>*If the grant request includes reimbursement for completed work product(s), invoices must be submitted and should be reflected in the Estimate of Costs.</p>		

V. Staffing Plan

Internal Staff	75%
Describe work to be performed by internal staff: All work in Phases I, II, and IV will be performed by internal staff.	
Outside Consultants:	25%

Describe work to be performed by outside consultants: Phase III will be completed by a consultant.

Consultant Information (if known):

Company Name:	Address:
Contact Person:	Email:
Phone:	Fax:

VI. Budget

Estimated Total Project Cost	\$60,000
Amount of Grant Funding Requested	\$60,000
Project Cost Breakdown	
Project Components	Cost Estimate
Phase 1	\$15,000
Phase 2	\$25,000
Phase 3	\$15,000
Phase 4	\$5,000
TOTAL	\$40,000

Source of Estimates

Please describe the source of cost estimates.

Internal assessment of time and staff required to complete the work described.

Other Funding Sources

Please list any other sources of funds that the applicant will rely upon to aid in the completion of the product(s) expected to be funded by the Planning Assistance Grant from the Highlands Council. Please note the source(s), status of obtaining the funds, and the amount expected.

	Source & Status	Amount
Public Money		\$0
Grant(s)		\$0
Other		\$0
Other		\$0
TOTAL		\$0

VII. Intermunicipal Project *

Please describe the proposed intermunicipal project:

N/A

*Not applicable for Initial Assessment, TDR Feasibility, or COAH grant applications.

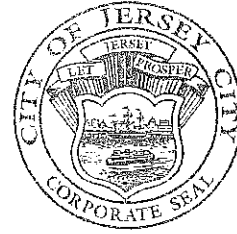
For each intermunicipal project:

- Each municipality shall submit a separate completed application form.
- The municipalities shall submit a cooperative Scope of Work.
- The participating municipalities shall sign and submit a cooperative agreement to pursue the proposed intermunicipal project.
- The required letters to the county planning board(s) must include language about the proposed intermunicipal project.
- All of the requested information shall be submitted to the Highlands Council as one package.

Mail printed copy of this form (with original signature) to:
NJ Highlands Council,
100 North Road (Route 513)
Chester, NJ 07930
Attn: Manager of Grants Administration

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.671
Agenda No. 10.M
Approved: OCT 12 2016
TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 331 FORREST STREET, A/K/A BLOCK 21101, LOT 25, F/K/A BLOCK 1978, LOT M

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on January 10, 2007, Odell Clax (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$8,890.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Mortgage was recorded in Book 15561 at Page 00001 of the Register of Deeds for Hudson County on March 1, 2007; and

WHEREAS, the loan self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 331 Forrest Street, Jersey City, also known as Block 21101, Lot 25, f/k/a Block 1978, Lot M; and

WHEREAS, the mortgage provides that upon expiration of the fifth year after signing the Mortgage, it will be forgiven in its entirety; five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$8,890.00 affecting 331 Forrest Street, Jersey City, also known as Block 21101, Lot 25, f/k/a Block 1978, Lot M.

JLB/he
10/03/16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 331 Forrest Street, Jersey City, NJ 07304

Initiator

Department/Division:	HEDC	Community Development
Name/Title:	Kimberly El-Sadek	Chief Program Coordinator/CDBG-HORP
Phone/Email:	201-547-5086	kel-sadek@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of HORP/SHRP Mortgage affecting real property located at:

Property Address: 331 Forrest Street, Jersey City, NJ 07304

Block: 21101 f/k/a 1978 Lot: 25 f/k/a M

HORP/SHRP Mortgage Amount: \$ 8,890.00

Execution Date of HORP/SHRP Mortgage: 1/10/2007

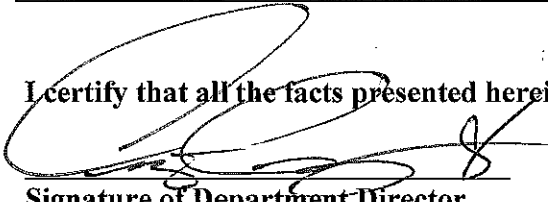
Recording Date of HORP/SHRP Mortgage: 3/1/2007 Book: 15561 Page: 1

Basis for Discharge of Mortgage:

☒ Maturity of HORP/SHRP Mortgage: 1/10/2012
Maturity Date

☐ Satisfaction of HORP/SHRP Mortgage: _____
Payoff Amount Date Payoff Received

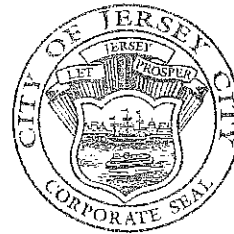
I certify that all the facts presented herein are accurate.


Signature of Department Director

9/12/16
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.672
Agenda No. 10.N
Approved: OCT 12 2016
TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 197-197A BOWERS STREET, A/K/A BLOCK 2703, LOT 12, F/K/A BLOCK 865, LOT 10.DUP

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on January 14, 2010, Jeanette Stiles (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$15,313.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Mortgage was recorded in Book 17485 at Page 00296 of the Register of Deeds for Hudson County on March 17, 2010; and

WHEREAS, the loan self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 197-197A Bowers Street, Jersey City, also known as Block 2703, Lot 12, f/k/a Block 865, Lot 10.DUP; and

WHEREAS, the mortgage provides that upon expiration of the fifth year after signing the Mortgage, it will be forgiven in its entirety; five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$15,313.00 affecting 197-197A Bowers Street, Jersey City, also known as Block 2703, Lot 12, f/k/a Block 865, Lot 10.DUP.

JLB/he
10/03/16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 197-197A Bowers Street, Jersey City, NJ 07307

Initiator

Department/Division:	HEDC	Community Development
Name/Title:	Kimberly El-Sadek	Chief Program Coordinator/CDBG-HORP
Phone/Email:	201-547-5086	kel-sadek@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of HORP/SHRP Mortgage affecting real property located at:

Property Address: 197-197A Bowers Street, Jersey City, NJ 07307

Block: 2703 f/k/a 865 Lot: 12 f/k/a 10.DUP

HORP/SHRP Mortgage Amount: \$ 15,313.00

Execution Date of HORP/SHRP Mortgage: 1/14/2010

Recording Date of HORP/SHRP Mortgage: 3/17/2010 Book: 17485 Page: 296

Basis for Discharge of Mortgage:

☒ Maturity of HORP/SHRP Mortgage: 1/14/2015
Maturity Date

☐ Satisfaction of HORP/SHRP Mortgage: _____
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/12/16
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.673

Agenda No. 10.0

Approved: OCT 12 2016

TITLE:



A RESOLUTION AUTHORIZING SUBMISSION OF HIGHLANDS TDR RECEIVING ZONE FEASIBILITY GRANT APPLICATION BY THE CITY OF JERSEY CITY

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, the entirety of the City of Jersey City's ("City") municipal water supply comes from sources located in the Highlands Region; and

WHEREAS, the Highlands Water Protection and Planning Act, N.J.S.A. 13:20-1 et seq. (the "Highlands Act") provides environmental protections necessary to ensure the quality and safety of water sources, and helps preserve open space; and

WHEREAS, the Highlands Transfer of Development Rights (TDR) Program serves as one mechanism to address some of the equity concerns of property owners in the Preservation Area that have been affected by implementation of the Highlands Act and is an essential component of the Highlands Act; and

WHEREAS, the establishment of a receiving zone is necessary to the viability of the Highlands TDR Program; and

WHEREAS, in recognition of the costs associated with local government efforts to assess the feasibility of participating as a receiving zone TDR Program, the Highlands Act provided a funding mechanism through the creation of the Highlands Protection Fund; and

WHEREAS, the Highlands Protection Fund includes grant funds that are available for municipalities considering serving as voluntary TDR receiving zones; and

WHEREAS, the voluntary establishment of a TDR receiving zone or zones could allow the City to receive enhanced planning grants and finance infrastructure improvements through impact fees; and

WHEREAS, the Highlands Water Protection and Planning Council ("Highlands Council") adopted a TDR Receiving Zone Feasibility Grant Program, which provides financial and technical assistance to municipalities to assess the potential and feasibility for locating a receiving zone within their communities; and

WHEREAS, the City has determined that it is in the public interest to apply to the Highlands Council for a TDR Receiving Zone Feasibility Grant, in the substantially the form attached hereto as **Exhibit A**.

TITLE:

A RESOLUTION AUTHORIZING SUBMISSION OF HIGHLANDS TDR RECEIVING ZONE FEASIBILITY GRANT APPLICATION BY THE CITY OF JERSEY CITY**NOW, THEREFORE BE IT RESOLVED**, that the Governing Body of City of Jersey City

- 1.) The City is authorized to submit the aforementioned Highlands TDR Receiving Zone Feasibility Grant Application to the Highlands Council.
- 2.) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Highlands TDR Receiving Zone Feasibility Grant Application, and any other documents necessary to effectuate the purpose of this resolution.

BD 9.19.16

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

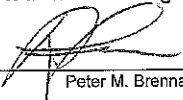
Certification Required ☐Not Required ☐**APPROVED 9-0**


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Peter M. Brennan, President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

A Resolution Authorizing Submission of Highlands TDR receiving Zone Feasibility Grant Application by the City of Jersey City

Initiator

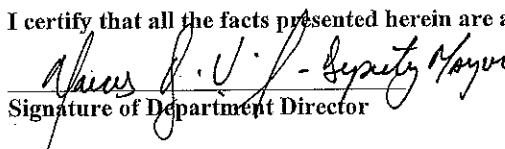
Department/Division	Mayor's Office	
Name/Title	Arjun Janakiram	Aide to the Mayor
Phone/email	2015475201	ajanakiram@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To permit Jersey City to apply for grant funding to evaluate the feasibility of serving as voluntary receiving zone under the Highlands Transfer of Development Rights (TDR) Program.

I certify that all the facts presented herein are accurate.


Signature of Department Director

Date

10/4/16

EXHIBIT A



Planning Assistance Grant Application

I. Application Summary

Applicant	City of Jersey City	Contact Person	Chris Sprague
County	Hudson County	Address	60 Roseland Avenue, Caldwell NJ
Date	9/19/2016	Phone	973-226-3329
Type of Grant Requested	TDR Receiving Zone Feasibility	Fax	973-226-3399
Requested Grant Amount	\$60,000	Email	cSprague@m-strat.com

II. Highlands Jurisdiction & Grantee Signature

Is the applicant located within the Highlands Region? ☐ Yes ☒ No

If yes, indicate: ☐ Preservation Area ☐ Planning Area ☐ Split

The City of Jersey City hereby applies to the New Jersey Highlands Water Protection and Planning Council for a Planning Assistance Grant pursuant to the Highlands Water Protection and Planning Act, N.J.S.A. 13:20-1 et seq., P.L.2004, c. 120 and agrees to provide the Highlands Council at no cost copies of its land use planning documents listed on the Checklist of items listed below.

ORIGINAL SIGNATURE REQUIRED

Municipal/County Official or Authorized Designee's Title

III. Items Required for Complete Grant Application

<input type="checkbox"/> Copy of resolution of governing body authorizing submission of grant application.	<input type="checkbox"/> *Copy of notification to county planning board that applicant is pursuing a planning assistance grant.
<input type="checkbox"/> *Copy of the following local planning documents (not required if the applicant has already submitted them to Highlands Council unless subsequently amended): <ul style="list-style-type: none">• Master Plan• Land Use Regulations	

***Not Applicable for Initial Assessment Grants.**

IV. Scope of Work

Work Products:

Describe the planning document(s) to be prepared, as well as project timeframes and target completion dates.

Deliverable(s)	Project Timeframe	Target Completion Date
Phase I - Information Gathering and Infrastructure/Capacity Evaluation (\$15,000) Task 1. <u>Assemble Project Team.</u> The Municipality shall designate a working project team for the grant. This shall include the professional(s) assigned by the municipality to complete the study, municipal staff with knowledge relevant to the preparation of the study (engineer, planner, public works, etc.), a representative from the Highlands Council, and as needed the professional responsible for the preparation of the Phase III, fiscal and real estate market analysis. Task 2. <u>Gather Existing Data and Information.</u> Working in conjunction with the municipality, the Highlands Council, and utility providers, the Project Team will gather existing available information on the existing infrastructure and capacities available. This effort shall include working with municipal staff to determine any known deficiencies in existing infrastructure (roads, sewers, stormwater) that may limit the ability to increase densities. This component of data gathering shall be limited to existing local knowledge and available information and data. Task 3. <u>Assess Infrastructure.</u> <ol style="list-style-type: none"> Using existing available information, conduct an assessment of existing water supply and wastewater infrastructure capacity; Identify other significant infrastructure issues, including but not limited to stormwater and transit infrastructure in the municipality to determine whether the municipality has the ability to support additional residential and/or non-residential development; Review relevant municipal plans, assessments, and other information relating to infrastructure and utility service in possible receiving zone areas and evaluate costs of needed infrastructure; Describe the intended plan for financing the infrastructure and any proposed impact fees. Task 4. <u>Decision to Proceed to Phase II.</u> Based on the above review, determine if there is the ability to support more density. If there is not sufficient existing infrastructure, is there a willingness on the part of the municipality to review the potential for developing increased infrastructure to support increased density?	8 weeks	2 months from contract execution
Phase II - Site Evaluation (\$25,000) Task 1. <u>Potential Receiving Zone Identification.</u> Identify potential receiving zone(s) based upon discussions with municipal officials and previous municipal planning work. Task 2. <u>Selection of Area(s) for more Detailed Evaluation.</u> Select one or more potential receiving zone(s) for assessment and provide discussion of why that zone or zones were selected, including the criteria used in making the selection. The selection could be	8 weeks	4 months from contract execution

based upon the availability of the property, developer interest, municipal recommendations, location, or any other factors that may make the property potentially appropriate for increased development. The specific Area identified may be a single site or a larger area, depending on the municipality's vision.

Task 3. Receiving Zone Evaluation. Review the characteristics of the potential receiving zone including:

- a. Include all parcel block and lot numbers in support of map information and any site specific conditions;
- b. Current land uses within the area, including a discussion of recent land use trends in the municipality and its portion of the County or relevant market surrounding area;
- c. Potential or known contamination, including an overview of the status of any clean-up;
- d. Underutilized sites or sites suitable for redevelopment, including any recognized areas in need of redevelopment or rehabilitation;
- e. Transportation infrastructure (including public transit);
- f. Stormwater Infrastructure including any details specific to known flood prone areas and/or Combined Sewer Overflows;
- g. Historic sites or districts; existing open space and parkland, identify any lands with easements and specify the easement conditions;
- h. Existing or desired government and civic uses;
- i. Existing economic improvement district, business improvement district, civic groups, developers, significant property owners, or other important stakeholders;
- j. Existing funding, grants or other governmental assistance (including pending applications) currently provided to the area;
- k. Environmental resources including streams corridors/buffers, wetlands, 100-year floodplains, critical wildlife habitat, steep slopes, forest and woodlands, and important soils/recharge areas.

Task 4. Evaluation of Existing Development Potential.

- a. Review current zoning and include any zoning changes that have occurred in the past 5 years, master plan, redevelopment plans or any approvals for the identified sites.
- b. Identify all major subdivision and site plan applications that have been submitted to the municipality in the past 5 years in the receiving zone and summarize the action taken by the municipality.
- c. Provide a description of the types and extent of development currently permitted by the municipality's development regulations within the potential receiving zone(s).
- d. Identify any existing impact fees in the municipality and include a discussion of how they are or will be applied in the receiving zone area.
- e. Determine if sufficient development potential exists, over and above that currently permitted, to allow an increased density necessary to support a TDR Receiving Area.

<p>Task 5. <u>Evaluation of Infrastructure Needs.</u></p> <ul style="list-style-type: none"> a. Provide a description of any wastewater, water, stormwater, roadway, transit, recreational, civic, streetscape, or other infrastructure needs of the potential receiving zone(s) based on the findings of Phase I. b. In consultation with the Highlands Council, prepare broad estimates of any potential infrastructure costs. The purpose of these cost estimates is to inform the Fiscal Impact Analysis to be conducted in Phase III. <p>Task 6. <u>Estimate Additional Densities.</u> Prepare an estimate of the total number of additional non-residential density and residential density the areas would support, based on the municipalities' vision and the existing and potential infrastructure.</p> <p>Task 7. <u>Summarize Findings.</u> Submit copies of work completed under Phase I and II to Highlands Council staff. Meet with Highlands Council staff to review Phase I and Phase II findings. Review funding needs and potential funding sources available to provide necessary infrastructure improvements identified in Phase I and II which would support a TDR Receiving Area. Ensure that these work products incorporate the level of detail required by the Phase III Fiscal.</p>		
<p>Phase III Fiscal Analysis (\$15,000) (to be conducted by consultant selected by municipality from list pre-qualified by the Highlands Council.)</p> <p>Task 1. <u>Real Estate Market Analysis.</u> Conduct a Real Estate Market Analysis of the potential receiving zone(s), including a discussion of the highest and best use of the zone. The Real Estate Market Analysis shall be conducted in accordance with the requirements of the State TDR Act.</p> <p>Task 2. <u>Fiscal Impact Analysis.</u> Using information collected under Phases I and II, conduct a fiscal impact analysis of the development of the potential receiving zone(s). This shall include fiscal impacts on the municipal government, developer, potential fiscal and economic impacts to the surrounding community, and those costs based on additional bond costs for infrastructure investments.</p>	<p>3-4 weeks</p>	<p>7 months from contract execution</p>
<p>Phase 4 Final Report (\$5,000)</p> <p>Task 1. Prepare final report summarizing findings of all work conducted.</p> <p>Task 2. Meet with Highlands staff to discuss report findings.</p> <p>Task 3. Present findings of Report, including the Fiscal Analysis to the Municipality at a Public Hearing, if desired.</p> <p>Task 4. Submit Report to Highlands Council. 1 Hard Copy and 1 Electronic Copy.</p>	<p>6-8 weeks</p>	<p>9 months from contract execution</p>
<p>Has the applicant initiated work on any of the work products? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>If work has been completed on any work products, please describe*:</p>		
<p>*If the grant request includes reimbursement for completed work product(s), invoices must be submitted and should be reflected in the Estimate of Costs.</p>		

V. Staffing Plan

Internal Staff	75%
Describe work to be performed by internal staff: All work in Phases I, II, and IV will be performed by internal staff.	
Outside Consultants:	25%

Describe work to be performed by outside consultants; Phase III will be completed by a consultant.

Consultant Information (if known):

Company Name:	Address:
Contact Person:	Email:
Phone:	Fax:

VI. Budget

Estimated Total Project Cost	\$60,000
Amount of Grant Funding Requested	\$60,000
Project Cost Breakdown	
Project Components	Cost Estimate
Phase 1	\$15,000
Phase 2	\$25,000
Phase 3	\$15,000
Phase 4	\$5,000
TOTAL	\$40,000

Source of Estimates

Please describe the source of cost estimates.
Internal assessment of time and staff required to complete the work described.

Other Funding Sources

Please list any other sources of funds that the applicant will rely upon to aid in the completion of the product(s) expected to be funded by the Planning Assistance Grant from the Highlands Council. Please note the source(s), status of obtaining the funds, and the amount expected.

	Source & Status	Amount
Public Money		\$0
Grant(s)		\$0
Other		\$0
Other		\$0
TOTAL		\$0

VII. Intermunicipal Project *

Please describe the proposed intermunicipal project:
N/A

*Not applicable for Initial Assessment, TDR Feasibility, or COAH grant applications.

For each intermunicipal project:

- Each municipality shall submit a separate completed application form.
- The municipalities shall submit a cooperative Scope of Work.
- The participating municipalities shall sign and submit a cooperative agreement to pursue the proposed intermunicipal project.
- The required letters to the county planning board(s) must include language about the proposed intermunicipal project.
- All of the requested information shall be submitted to the Highlands Council as one package.

Mail printed copy of this form (with original signature) to:

**NJ Highlands Council,
100 North Road (Route 513)
Chester, NJ 07930**

Attn: Manager of Grants Administration

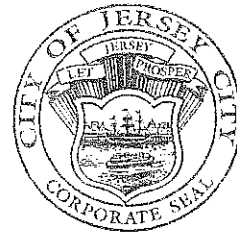
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.674

Agenda No. 10.P

Approved: OCT 12 2016

TITLE:



RESOLUTION AUTHORIZING AND RATIFYING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY MEDICAL CENTER/ RWJ BARNABAS HEALTH TO ENHANCE COUNSELLING AND TESTING SERVICES FOR INDIVIDUALS LIVING IN HUDSON COUNTY

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION of the following resolution:

WHEREAS, the City of Jersey City ("the City") through the Department of Health and Human Services is dedicated to improving public health education and outcomes; and

WHEREAS, the Counseling and Testing Site at the Jersey City Medical Center/ RWJ Barnabas Health ("JCMC-RWJ") will offer the following services at no charge to the individuals:

- ❖ Pre and Post- Test HIV counseling and testing for clients
- ❖ Risk reduction counseling for high risk individuals
- ❖ Gonorrhea Testing
- ❖ Chlamydia Testing
- ❖ Condoms
- ❖ Sexual Education
- ❖ Referrals for appropriate treatment to the Jersey City Department of Health and Human Services, Preventive Medicine Clinic.
- ❖ Syphilis Testing
 - Drawing of individuals blood
 - Complete intake assessment
 - Package blood accordingly; and

WHEREAS, the City through the Department of Health and Human Services will offer the following services:

- ❖ Arrange the pickup of patients Syphilis Tests: Blood Tubes
- ❖ Syphilis test to be processed
- ❖ Inform patients of results
- ❖ Link individuals to medical care and treatment if needed
- ❖ Provide treatment ; and

WHEREAS, the City and JCMC-RWJ desire to execute agreement indicating the services that the parties will provide; and

City Clerk File No. Res. 16.674
 Agenda No. 10-P OCT 12 2016

TITLE:

RESOLUTION AUTHORIZING AND RATIFYING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY MEDICAL CENTER/ RWJ BARNABAS HEALTH TO ENHANCE COUNSELLING AND TESTING SERVICES TO INDIVIDUALS LIVING IN HUDSON COUNTY

WHEREAS, this agreement is for a period of two years with an effective date that started on September 16, 2016 to September 16, 2018; and

WHEREAS, any modification to the Agreement must be submitted in written form and approved by both agencies.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that said agreement between the City of New Jersey and Jersey City Medical Center/ RWJ Barnabas Health is approved and ratified as described, and the Mayor or Business Administrator authorized to execute the attached agreement.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required

APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSTAIN		
HALLANAN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING AND RATIFYING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY MEDICAL CENTER/ RWJ BARNABAS HEALTH TO ENCHANCE COUNSELLING AND TESTING SERVICES FOR INDIVIDUALS LIVING IN HUDSON COUNTY

Initiator

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	Tel.: (201) 547-6800	sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City of Jersey City ("the City") through the Department of Health and Human Services and the Counseling and Testing Site at the Jersey City Medical Center/ RWJ Barnabas Health ("JCMC-RWJ") will offer services to individuals living in Hudson County.

The agreement is for a period of two years with an effective date that started on September 16, 2016 to September 16, 2018 and indicates services that the parties will provide.

I certify that all the facts presented herein are accurate.


Signature of Department Director_____
Date

**Jersey City
Medical Center**

Center for
Comprehensive Care

**RWJ Barnabas
HEALTH**

Letter of Agreement

**Counseling and Testing Site
At Jersey City Medical Center/ RWJ Barnabas Health**

And

The City of Jersey City through the Department of Health and Human Services

Agreement Period September 16, 2016 – September 16, 2018

The Jersey City Medical Center/ RWJ Barnabas Health Counseling and Testing Site is respectfully requesting this letter of agreement as part of our grant objectives to enhance services to individuals living in Hudson County. This agreement will allow both programs to refer patients enrolled in their respective programs to one another.


The Counseling and Testing Site at the Jersey City Medical Center/ RWJ Barnabas Health will offer the following services at no charge to the individuals:

- ❖ Pre and Post- Test HIV counseling and testing for clients
- ❖ Risk reduction counseling for high risk individuals
- ❖ Gonorrhea Testing
- ❖ Chlamydia Testing
- ❖ Condoms
- ❖ Sexual Education
- ❖ Referrals for appropriate treatment to the Jersey City Department of Health and Human Services, Preventive Medicine Clinic.
- ❖ Syphilis Testing
 - Drawing of individuals blood
 - Complete intake assessment
 - Package blood accordingly

The City of Jersey City through the Department of Health and Human Services will offer the following services:

- ❖ Arrange the pickup of patients Syphilis Tests: Blood Tubes
- ❖ Syphilis test to be processed
- ❖ Inform patients of results
- ❖ Link individuals to medical care and treatment if needed
- ❖ Provide treatment

Any modification to this Letter of Agreement must be submitted in written form and approved by both agencies.


Whitney Bracco
Program Manager
Center for Comprehensive Care

Date

9/29/2016

Robert J. Kakoleski
Business Administrator
Department of Administration

Date

Letter of Agreement

**Counseling and Testing Site
At Jersey City Medical Center/ RWJ Barnabas Health**

And

The City of Jersey City through the Department of Health and Human Services

Agreement Period September 16, 2016 – September 16, 2018

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Program Manager
Center for Comprehensive Care

Date

9/29/2016

Robert J. Kakoleski
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Date

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Whitney Bracco
Program Manager
Center for Comprehensive Care

Date

9/29/2016

Robert J. Kakoleski
Business Administrator
Department of Administration

Date

Letter of Agreement

Counseling and Testing Site
At Jersey City Medical Center/ RWJ Barnabas Health

And

The City of Jersey City through the Department of Health and Human Services

Agreement Period September 16, 2016 – September 16, 2018

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- ❖ Provide treatment

Any modification to this Letter of Agreement must be submitted in written form and approved by both agencies.


Whitney Bracco
Program Manager
Center for Comprehensive Care

Date

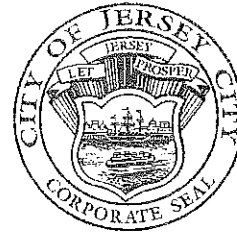
9/29/2016

Robert J. Kakolessi
Business Administrator
Department of Administration

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.675
Agenda No. 10.Q
Approved: OCT 12 2016
TITLE:



RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JERSEY CITY AND SAINT PETER'S UNIVERSITY TO PROVIDE CLINICAL PUBLIC HEALTH NURSING EXPERIENCE TO THIRTEEN (13) STUDENTS IN THE SPRING 2017 AND SPRING 2018 SEMESTER

WHEREAS, Saint Peter's University offers a Bachelor of Science in the field of Nursing, which includes coursework in Public Health Nursing which requires students to achieve objectives including a knowledge of available community health resources and to be knowledgeable about the needs of the local community; and

WHEREAS, the Community Health Nursing students are required, as a part of the coursework to earn credit, to work in a clinical setting for Spring 2017 (from January 3 through April 25, 2017) and Spring 2018 (from January 4 through April 19, 2018) Semester; and

WHEREAS, the City has agreed hereto to allow the clinical hours for up to thirteen (13) students enrolled in Community Health Nursing to be fulfilled at the Immunization Clinic located at 199 Summit Avenue, Suite G, Jersey City, NJ 07304.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that said agreement between Saint Peter's University and the City of Jersey City be approved and awarded as described, and that such agreement shall be drawn up and executed; and be it further

RESOLVED that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the Department of Health & Human Services.

APPROVED: [Signature] APPROVED AS TO LEGAL FORM [Signature] R.R.
10-3-16

APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel

Certification Required ☐
Not Required ☒ **APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JERSEY CITY AND SAINT PETER'S UNIVERSITY TO PROVIDE CLINICAL PUBLIC HEALTH NURSING EXPERIENCE TO THIRTEEN (13) STUDENTS IN THE SPRING 2017 AND SPRING 2018 SEMESTER

Initiator

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	Tel.: (201) 547-6800	sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

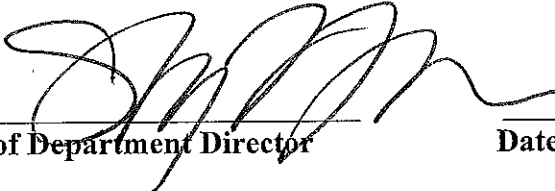
Resolution Purpose

Saint Peter's University ("SPU") offers a Bachelor of Science in the field of Nursing, which includes coursework in Public Health Nursing which requires students to achieve objectives including knowledge of available community health resources and to be knowledgeable about the needs of the local community.

The Community Health Nursing students are required, as a part of the coursework to earn credit, to work in a clinical setting for Spring 2017 (from January 3 through April 25, 2017) and Spring 2018 (from January 4 through April 19, 2018) Semester.

The City of Jersey City ("City") has agreed to allow the clinical hours for up to thirteen (13) students enrolled in Community Health Nursing to be fulfilled at the Immunization Clinic located at 199 Summit Avenue, Jersey City, NJ 07304 and the City and SPU desire to enter into a Clinical Program Agreement

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date

CLINICAL PROGRAM AGREEMENT

AGREEMENT for affiliation entered into this 1st day of January 2017 ("Effective Date") between **Saint Peter's University**, a non-profit corporation of the State of New Jersey, having its principal office at 2641 Kennedy Boulevard, Jersey City, New Jersey 07306 (hereinafter "University") and the **City of Jersey City**, a municipal corporation of the State of New Jersey, with principal offices located at 280 Grove St., Jersey City, New Jersey 07302 ("City").

The Agreement shall be for a term of two (2) years commencing on the Effective Date and terminating after such term expires, unless terminated earlier in accordance with this Agreement. This Agreement may be renewed for additional two year terms upon the mutual written consent of the parties and authorization via Jersey City, City Council.

WHEREAS, the University maintains a program in professional nursing which requires the use of the facilities of the City for laboratory and clinical practice; and

WHEREAS, the City is willing to provide its facilities to the University and its students for such laboratory and clinical practice on the terms set forth herein;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

1. **CREDENTIALS:**

The University will submit to the City the names of all faculty and students who will be practicing at or with the City during each academic term. The University assures a minimum ratio of 1:10 for instructor/students at the undergraduate level. At the master's level a ratio of 1 master's nursing student to 1 on-site City preceptor.

2. **CLINICAL OPERATIONS AND FACILITIES:**

It is agreed that the School faculty is responsible for the planning and executing of the clinical education programs of the students, including administration, programming, curriculum content, faculty appointments and the requirements for student admission, progression and graduation. The

City will make available to the students and faculty of the University for educational purposes such clinical areas as are agreed to at a planning conference attended by the parties prior to the implementation of the Agreement. The planning conference will also be conducted for the purposes of establishing policies in connection with the use by the University's faculty and students of the facilities of the City. Faculty and students of the University will adhere to policies agreed to at the planning conference. Responsibility for selection and assignment of clinical practice for the individual students will be made by the faculty of the University.

3. NON-CLINICAL FACILITIES:

- (a) The City may provide for the use of the students and faculty access to parking off-site.
- (b) The City may provide for the use of students and faculty access to cafeteria or a room for food consumption at student/faculty's own expense.
- (c) The City's emergency BLS provider shall provide students and faculty transport in case of emergencies on City properties. Students and faculty are responsible for costs arising from the provision of such emergency care. Notwithstanding the above, the University shall ensure that all students and faculty participating in the program shall maintain at all times medical insurance covering accidents and injuries sustained at the Facility during the program.

4. PRE-PLANNING CONFERENCE:

A senior representative of the nursing staff of the City shall meet with representatives of the University prior to the beginning of each term to plan the operations of the program for that term. This conference shall be scheduled at the mutual convenience of the faculty member and City representative.

5. EXPENSES:

No monies will be payable by the University or any student or faculty member thereof to the City for participation in the program. The City will not remunerate any student or faculty for services provided under the program. It is also understood that the students/faculty shall at no time be

considered an employee of the City or be entitled to benefits of any kind, including without limitation, workers compensation, disability benefits, or health insurance benefits.

6. ABSENCES:

When a student is unable to report for clinical practice he or she will telephone the nursing service office or other designated office of the City and leave a message to that effect for the faculty member in charge of the program.

7. LIABILITY AND INSURANCE:

(a) The University will require that each student carry personal malpractice and liability insurance in the amount of \$1,000,000.00 per claim \$6,000,000.00 aggregate. Each student's record shall be checked and validated as to the extent of coverage. Each student shall also be required to provide evidence of a complete health examination with a satisfactory report.

(b) Each faculty member of the University shall carry professional malpractice insurance in the amount of \$1,000,000.00 per claim \$6,000,000.00 aggregate. The University shall validate the coverage in this amount.

(c) The University shall provide the following coverage for the students and faculty performing activities under the terms of this Agreement:

- Comprehensive General Liability: including Premises Operations, Products and Completed Operations, and Independent Contractor Coverage - covering as insured the CONTRACTOR with not less than ONE MILLION (\$1,000,000.00) DOLLARS per occurrence and TWO MILLION (\$2,000,000.00) DOLLARS in aggregate;
- Automobile Liability Coverage: naming as insured the CONTRACTOR with not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage;
- Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the CONTRACTOR with NJ statutory limits and Employer's Liability in the amount of ONE MILLION (\$1,000,000.00) DOLLARS.

- Disability Insurance providing coverage for disability as a result of University employees participation in the clinical program at the City in an amount sufficient to provide said employees 66 2/3 % (maximum \$401.00 per week) of their annual earnings in the event of disability.

The University shall name the City as an additional insured under all policies except for workman's compensation and professional malpractice insurance. Proof of coverage shall be provided to City prior to the commencement of the program. Said policies shall be kept in effect during the term hereof and renewed upon the expiration date hereof. Said certificates will also provide that the insurance shall not be cancelled except on thirty (30) days notice to the University and to the City.

8. INDEMNIFICATION:

The University shall indemnify, defend and hold harmless City, its officers, directors, agents and employees from any and all claims, loss, damage, liability and expense (including reasonable attorneys' fees) incurred by City arising from or in connection with the negligent or willfully wrongful acts or omissions of the University's faculty and students using the facilities of the City.

9. COOPERATION

- (a) It is recognized by both parties to the agreement that effective operation of the teaching program requires the full cooperation of both parties. Such cooperation shall be provided to the extent possible in carrying out any details of the program.
- (b) All students shall abide by and comply with all rules and regulations established by City for its employees and volunteers. The City retains the right to terminate the clinical experience for any student who fails to comply with such rules and regulations and/or for any student or faculty member who fails to exhibit appropriate professional behavior. It is further understood that the City reserves the right to immediately remove any student or faculty from the City without notice in the case of rule violations leading to unsafe practice or detrimental effect to the City, patients, visitors, or employees, or for any violation of the City's rules and regulations relating to patient confidentiality.

10. RESPONSIBILITIES OF THE SCHOOL OF NURSING

(a) Saint Peter's University agrees to complete and provide evidence to the Jersey City Human Resources Department that criminal background checks have been performed on its students by TABB Inc. Saint Peter's University shall immediately inform the facility regarding any issues raised during the criminal background check process.

(b) The University agrees that all students participating in the program shall review and execute the City's Volunteer forms and disclosures, which are available at the Jersey City Human Resources Department. Such documents must be executed and returned prior to the start of the program.

(c) The University agrees to notify the City, if they or any of their employees, Students or agents are sanctioned by or otherwise excluded from participation in any federally funded plan or program. Both the University and the City, shall at all times comply with the standards of documentation and confidentiality mandated by State and Federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time including applicable requirements of the Health insurance Portability and Accountability Act of 1996 (HIPAA), the standards of The Joint Commission, and/or administrative and medical record policies and guidelines established and approved by the City. The University agrees to hold the City harmless for all actions that may arise from the inappropriate use of release of confidential patient information by their employees, students or agents.

(d) The Nursing Department assures that each student and Instructor has met the following health requirements prior to the first day of the clinical experience and will present documentation of same prior to commencement of the Program:

- Entire physical examination.
- Documentation of two step Mantoux. Negative Mantoux test within the past twelve (12) months. For positive Mantoux test, documentation of a chest x-ray within six (6) months of a positive result and documentation of annual symptom review
- Immunity to Mumps, Measles (Rubeola) and to German Measles (Rubella), (Proof of vaccination or copy of blood test titer).
- Documentation of status (immune or susceptible) to chicken pox (Varicella). Immunity must be documented by either a physician's note or blood test titer.

Additionally, exposure to any of these communicable diseases by a susceptible person must be reported within 48 hours to Employee Health Services.

- (e) The University will ensure that students and faculty comply with Occupational Safety and Health Administration (OSHA) standards and provide training to all students prior to assignment, which training must include making accessible a copy of the regulatory text of this standard and explanation of its contents, general discussion on bloodborne diseases and their transmission, exposure control plan, engineering and work practice controls, personal protective equipment, Hepatitis B vaccine, response to emergencies involving blood, how to handle exposure incidents and the post-exposure evaluation and follow-up program.

11. MISCELLANEOUS

- (a) Applicable Law

This Agreement shall be governed by and in accordance with the laws of the State of New Jersey

- (b) Assignment

This Agreement shall not be assigned or transferred by either party without the prior written consent of the other party.

- (c) Notices

All notices to parties to this Agreement must be in writing and by certified mail, return receipt requested, addressed as follows:

As to City:

Robert Kakoleski
Business Administrator
280 Grove St.
Jersey City, NJ 07302

With a copy to:

Jersey City Department of Health and Human Services
199 Summit Avenue, Suite E2
Jersey City, NJ 07304

As to University:

Saint Peter's University
Department of Nursing
2641 Kennedy Boulevard
Jersey City, New Jersey 07306

With copy to:

Eugene T. Paolino, Esq.
Genova Burns LLC
Attorneys At Law
30 Montgomery Street
Jersey City, New Jersey 07302

or to such other persons and/or addresses as may be designated by either party by
notice served as provided above.

12. TERMINATION

Either party shall have the right to terminate this agreement providing written
notification at least thirty (30) days prior to the termination date.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the
day and year first above written.

City of Jersey City

Attest:

By: _____
Robert Kakoleski

Robert Byrne

Saint Peter's University School of Nursing

Attest:

By: Lauren O'Hare, Ed.D, RN
Dean School of Nursing

Devery Volpe
Saint Peter's University

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.676

Agenda No. 10.R

Approved: OCT 12 2016

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH HYACINTH AIDS FOUNDATION AND AN IDEMNIFICATION AGREEMENT, AND AUTHORIZING THE CITY'S RISK MANGER TO ISSUE A LETTER OF INSURANCE TO THE HYACINTH AIDS FOUNDATION IN CONNECTION WITH THE CITY'S USE OF A MEDICAL VAN

COUNCIL OFFERED AND MOVED ADOPTION of the following Resolution:

WHEREAS, the City of Jersey City ("City") and Hyacinth AIDS Foundation ("HAF") desire to work together for the purpose of providing Sexually Transmitted Diseases ("STD") testing and other activities pertaining to STD screening and education at various health fairs; and

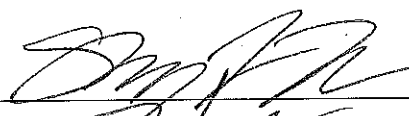
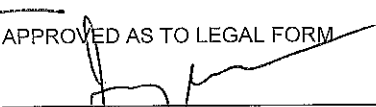
WHEREAS, the City's Department of Health and Human Services is offering Jersey City residents venous blood STD testing in order to address infectious STD cases in Jersey City; and

WHEREAS, HAF is the owner of mobile medical van that the City desires to use in connection with conducting STD testing at various locations throughout Jersey City; and

WHEREAS, HAF agrees to permit the City to use its mobile medical van provided the City executes the indemnification agreement attached hereto and provided City's Risk Manager issues a letter of insurance to HAF.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that the Mayor or Business Administrator is authorized to execute the attached memorandum of understanding with HAF and the attached indemnification agreement with HAF; and

BE IT FURTHER RESOLVED that the Risk Manager is authorized to issue a letter of insurance to HAF in reference to these events.

APPROVED:  APPROVED AS TO LEGAL FORM:  R.R.
10-2-16

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required ☐

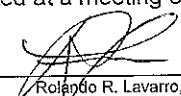
Not Required ☒

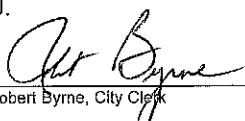
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH HYACINTH AIDS FOUNDATION AND AN IDEMNIFICATION AGREEMENT, AND AUTHORIZING THE CITY'S RISK MANGER TO ISSUE A LETTER OF INSURANCE TO THE HYACINTH AIDS FOUNDATION IN CONNECTION WITH THE CITY'S USE OF A MEDICAL VAN

Initiator

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	Tel.: (201) 547-6800	sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City of Jersey City ("City") and Hyacinth Aids Foundation ("HAF") desire to work together for the purpose of providing Sexually Transmitted Diseases ("STD") testing and other activities pertaining to STD screening and education at various health fairs.

HAF is the owner of mobile medical van that the City desires to use in connection with conducting STD testing at various locations throughout Jersey City. HAF agrees to permit the City to use its mobile medical van provided the City executes the indemnification agreement attached hereto and provided City's Risk Manager issues a letter of insurance to HAF.

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/3/16
Date

MEMORANDUM OF UNDERSTANDING

**The Department of Health and Human Services
Jersey City, New Jersey**

And

Hyacinth AIDS Foundation

The City of Jersey City through the Department of Health and Human Services and Hyacinth AIDS Foundation seek to partner for the purpose of providing blood STD testing and other activities pertaining to STD screening and education at health fairs at various locations sponsored by Hyacinth AIDS Foundation.

Within the framework of the regulations applying in each institution, and subject to the availability of resources, the following programs and activities will be encouraged:

- a) Blood STD testing
- b) STD prevention education
- c) Participate in health fairs, conference, seminars and academic meetings

Both institutions understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

This agreement will be in effect from October 13, 2016 to September 13, 2017. Either party may terminate this Memorandum at any time by giving not less than 6 months notice in writing.

By signing below, Hyacinth AIDS Foundation and Jersey City Department of Health and Human Services acknowledge and agree to the terms.

City of Jersey City

Attest:

By: _____

Robert Kakoleski

Robert Byrne

FOR Hyacinth AIDS Foundation

By: _____

Printed Name: _____

Title: _____

Date: _____

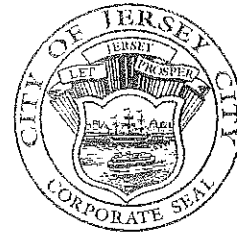
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.677

Agenda No. 10.5

Approved: OCT 12 2016

TITLE:



RESOLUTION AUTHORIZING AND APPROVING THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO SUBMIT AN APPLICATION FOR A CLINICAL LABORATORY LICENSE TO NEW JERSEY DEPARTMENT OF HEALTH - CLINICAL LABORATORY IMPROVEMENT SERVICES TO CONDUCT RAPID HIV ON-SITE TESTING

COUNCIL AS A WHOLE

OFFERED AND MOVE ADOPTION OF THE
FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City ("City") Department of Health and Human Services ("JCHHS") is dedicated to improving public health outcomes through its services to the public; and

WHEREAS, offering Rapid on-site HIV Testing at JCHHS in order to address infectious HIV cases in the City will promote public health and safety; and

WHEREAS, the New Jersey Department of Health-Division of HIV, STD and TB Services ("DHSTS") has provided grant funding to Rutgers University - Robert Wood Johnson Medical School ("RWJMS") to select and arrange for such HIV Testing sites, and to provide professional services to the sites; and

WHEREAS, in order to become such a site, and conduct Rapid on-site HIV Testing, JCHHS is required to submit an application for a Clinical Laboratory License to the New Jersey Department of Health, Clinical Laboratory Improvement Services ("CLIS"); and

WHEREAS, the CLIS licensure application fee of \$200.00 and cost of professional services provided to JCHHS will be fully covered by RWJMS; and

WHEREAS, the City has determined that it is in the public interest to submit the CLIS application in substantially the form attached hereto as **Exhibit A**.

City Clerk File No. Res. 16.677
 Agenda No. 10.5 OCT 12 2016

TITLE:

**RESOLUTION AUTHORIZING AND APPROVING THE JERSEY CITY
 DEPARTMENT OF HEALTH AND HUMAN SERVICES TO SUBMIT AN
 APPLICATION FOR A CLINICAL LABORATORY LICENSE TO NEW JERSEY
 DEPARTMENT OF HEALTH - CLINICAL LABORATORY IMPROVEMENT
 SERVICES TO CONDUCT RAPID HIV ON-SITE TESTING**

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of City of Jersey City, that

- 1.) The City is authorized to submit the aforementioned Clinical Laboratory Improvement Services application.
- 2.) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the CLIS application, and any other documents necessary to effectuate the purpose of this resolution.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required

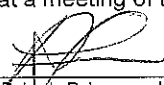
APPROVED 9-0

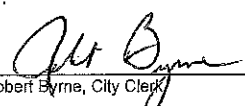
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

APPLICATION FOR A CLINICAL LABORATORY LICENSE, Continued

(13) LABORATORY PERSONNEL INFORMATION

PLEASE READ THE FOLLOWING BEFORE ENTERING LABORATORY PERSONNEL INFORMATION!

NOTE: When providing the requested information for laboratory personnel, laboratories may complete the Laboratory Personnel Excel spreadsheet found at <http://www.state.nj.us/health/phel/documents/labworkforce.xls>.

Complete the spreadsheet electronically, and mail it with your CL-3.

If you do not have the capability to complete the spreadsheet electronically, please complete the Laboratory Personnel Information section on this page of the license application.

List all personnel who are serving as a director, co-director, general supervisor, technical supervisor, cytology general supervisor, technologist, cytotechnologist, technician, trainee, technical aide, or phlebotomist in the laboratory. Use the codes below to indicate the function of each employee. Attach additional pages if necessary.

NAME (Last, First, Middle Initial)	Degree	Time			Function As:									FOR STATE USE ONLY
		Full Time	Part Time	P/T Hrs./ Day	D/ CO	GS	TS	CT/ GS	T	CT	TN	A	P	
see excel spreadsheet														

Codes:

D/CO - Director/Co-Director
GS - General Supervisor
TS - Technical Supervisor

CT/GS - Cytology General Supervisor
T - Technologist
CT - Cytotechnologist

TN - Technician
A - Laboratory Assistant
P - Phlebotomist Only

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING AND APPROVING THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO SUBMIT AN APPLICATION FOR A CLINICAL LABORATORY LICENSE TO NEW JERSEY DEPARTMENT OF HEALTH - CLINICAL LABORATORY IMPROVEMENT SERVICES TO CONDUCT RAPID HIV ON-SITE TESTING

Initiator

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	Tel.: (201) 547-6800	sflanagan@jcnj.org


Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The New Jersey Department of Health-Division of HIV, STD and TB Services ("DHSTS") has provided grant funding to Rutgers University - Robert Wood Johnson Medical School ("RWJMS") to select and arrange for such HIV Testing sites, and to provide professional services to the sites.

In order to become such a site, and conduct Rapid on-site HIV Testing, JCHHS is required to submit an application for a Clinical Laboratory License to the New Jersey Department of Health, Clinical Laboratory Improvement Services ("CLIS") and the CLIS licensure application fee of \$200.00 and cost of professional services provided to JCHHS will be fully covered by RWJMS.

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date

New Jersey Department of Health
Clinical Laboratory Improvement Services
PO Box 361
Trenton, NJ 08625-0361

APPLICATION FOR A
CLINICAL LABORATORY LICENSE
(1) CY 2016
(ONSITE TESTING ONLY)

(2) Type of Application <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Renewal		FOR STATE USE ONLY:	Date Received Check Number	Received By Amount	<input type="checkbox"/> Approved Check Date
---	--	------------------------------	-----------------------------------	---------------------------	---

(3) Name of Laboratory Jersey City Department of Health		(7) Name of Parent Lab and CLIS ID Number (If applicable) RWJMS 0001437																	
Street Address 199 Summit Avenue, Suite G		Street Address 1 RWJ Place, MEB 212																	
City, State, Zip Code Jersey City, NJ 07304		City, State, Zip Code New Brunswick, NJ 08901																	
(4) CLIS ID Number	(5) CLIA Number 31D1026187	(8) Normal Hours of Laboratory Operation [Indicate specific hours EACH day]: <table style="width:100%;"> <tr><td>Monday</td><td><u>As Required</u></td></tr> <tr><td>Tuesday</td><td><u>As Required</u></td></tr> <tr><td>Wednesday</td><td><u>As Required</u></td></tr> <tr><td>Thursday</td><td><u>As Required</u></td></tr> <tr><td>Friday</td><td><u>As Required</u></td></tr> <tr><td>Saturday</td><td>_____</td></tr> <tr><td>Sunday</td><td>_____</td></tr> </table>		Monday	<u>As Required</u>	Tuesday	<u>As Required</u>	Wednesday	<u>As Required</u>	Thursday	<u>As Required</u>	Friday	<u>As Required</u>	Saturday	_____	Sunday	_____		
Monday	<u>As Required</u>																		
Tuesday	<u>As Required</u>																		
Wednesday	<u>As Required</u>																		
Thursday	<u>As Required</u>																		
Friday	<u>As Required</u>																		
Saturday	_____																		
Sunday	_____																		
(6) Name of Contact Person and Phone Number Joanne Corbo 732-743-3620																			
Telephone Number of Laboratory (609) 572-1929																			
Fax Number of Laboratory (732) 235-9012																			
Email Address of Contact Person corbojo@rwjms.rutgers.edu																			
(9) Type of Laboratory (Check only one appropriate type) <table style="width:100%;"> <tr> <td><input type="checkbox"/> Hospital</td> <td><input type="checkbox"/> Ambulatory Surgical Center</td> <td><input type="checkbox"/> School</td> </tr> <tr> <td><input type="checkbox"/> Hospital Associated (Off Site)</td> <td><input type="checkbox"/> Industrial Medicine Department/ Employee Health Offices</td> <td><input type="checkbox"/> Urgent Care Services</td> </tr> <tr> <td><input type="checkbox"/> Independent</td> <td><input type="checkbox"/> Mobile Testing</td> <td><input checked="" type="checkbox"/> Other: <u>Local Health Department</u></td> </tr> <tr> <td><input type="checkbox"/> Physician Office</td> <td></td> <td></td> </tr> </table>				<input type="checkbox"/> Hospital	<input type="checkbox"/> Ambulatory Surgical Center	<input type="checkbox"/> School	<input type="checkbox"/> Hospital Associated (Off Site)	<input type="checkbox"/> Industrial Medicine Department/ Employee Health Offices	<input type="checkbox"/> Urgent Care Services	<input type="checkbox"/> Independent	<input type="checkbox"/> Mobile Testing	<input checked="" type="checkbox"/> Other: <u>Local Health Department</u>	<input type="checkbox"/> Physician Office						
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<input type="checkbox"/> Independent	<input type="checkbox"/> Mobile Testing	<input checked="" type="checkbox"/> Other: <u>Local Health Department</u>																	
<input type="checkbox"/> Physician Office																			
(10) CLIA Certificate: Type of certificate that the Laboratory has or for which the Laboratory has applied: <input checked="" type="checkbox"/> Certificate of Waiver <input type="checkbox"/> Certificate for Provider Performed Microscopy Procedures <input type="checkbox"/> Certificate of Compliance <input type="checkbox"/> Certificate of Accreditation: Accrediting Agency: <input type="checkbox"/> CAP <input type="checkbox"/> COLA <input type="checkbox"/> TJC <input type="checkbox"/> Other: _____																			
(11) OWNERSHIP INFORMATION (Attach CL-9 Form)																			
Name of Owner/Authorized Agent Jersey City Department of Health		Telephone Number (201) 547-4947																	
Home Address 199 Summit Avenue		Type of Ownership <input type="checkbox"/> Individual <input type="checkbox"/> Government-Type: <input type="checkbox"/> Partnership <input type="checkbox"/> State <input type="checkbox"/> Corporation <input type="checkbox"/> County <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> Municipal																	
City, State, Zip Code Jersey City, NJ 07304																			
Complete and submit the Ownership and Controlling Interest Disclosure Statement (Form CL-9). List all individuals having direct or indirect ownership or a controlling interest. Form CL-9 is available at www.nj.gov/health/forms/cl-9.dot .																			
(12) INFORMATION ON LABORATORY DIRECTOR																			
Name of Laboratory Director Parisa Javidian, M.D.		Telephone Number (732) 828-3000 x 2548																	
Home Address: Rutgers University 1 RWJ Place, MEB 212, New Brunswick, NJ 08901																			
Is Director licensed as a Bioanalytical Laboratory Director in New Jersey? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, give Bioanalytical Laboratory Director's License No.: 25MF00072800 Expiration Date: _____ Director's Qualifications: <input checked="" type="checkbox"/> Pathologist <input checked="" type="checkbox"/> MD <input type="checkbox"/> DDS <input type="checkbox"/> Ph.D. <input type="checkbox"/> Masters <input checked="" type="checkbox"/> CP <input checked="" type="checkbox"/> AP <input type="checkbox"/> DO <input type="checkbox"/> DVM <input type="checkbox"/> D.Sc. <input type="checkbox"/> Bachelor																			
Director's Time on Premises (Indicate specific hours each day, e.g., 1:30 PM - 3:00 PM): <table style="width:100%;"> <tr> <td>Mon</td><td><u>available</u></td> <td>Tue</td><td><u>as</u></td> <td>Wed</td><td><u>needed</u></td> <td>Thu</td><td>_____</td> </tr> <tr> <td>Fri</td><td>_____</td> <td>Sat</td><td>_____</td> <td>Sun</td><td>_____</td> <td></td><td></td> </tr> </table>				Mon	<u>available</u>	Tue	<u>as</u>	Wed	<u>needed</u>	Thu	_____	Fri	_____	Sat	_____	Sun	_____		
Mon	<u>available</u>	Tue	<u>as</u>	Wed	<u>needed</u>	Thu	_____												
Fri	_____	Sat	_____	Sun	_____														
Does Director serve as Director or Co-Director for laboratories at other locations? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the names and addresses of the other laboratories, whether or not located in New Jersey: <table style="width:100%;"> <tr> <td style="width:50%;"><u>Rutgers University. UDL & affiliated Labs with</u></td> <td style="width:50%;"><u>Rutgers University UDL & affiliated Labs with</u></td> </tr> <tr> <td><u>identical policies and procedures</u></td> <td><u>identical policies and procedures</u></td> </tr> </table>				<u>Rutgers University. UDL & affiliated Labs with</u>	<u>Rutgers University UDL & affiliated Labs with</u>	<u>identical policies and procedures</u>	<u>identical policies and procedures</u>												
<u>Rutgers University. UDL & affiliated Labs with</u>	<u>Rutgers University UDL & affiliated Labs with</u>																		
<u>identical policies and procedures</u>	<u>identical policies and procedures</u>																		

APPLICATION FOR A CLINICAL LABORATORY LICENSE, Continued

(14) LABORATORY TESTS PERFORMED

Place a check (X) by any test performed at your clinical laboratory site. If test(s) you perform are not listed, enter them under the appropriate specialty/subspecialty. For test volumes, include the YEARLY estimate of the number of tests performed within each specialty/subspecialty.

New Jersey Licensed Clinical Laboratories MUST participate in a CMS-approved Proficiency Testing (PT) Program for each bolded Analyte/Test listed below and shall have the PT Program forward survey results to NJDOH/CLIS for review. If the test is CLIA waived, please place a check (X) in the CLIA waived column.

Laboratories shall participate in PT surveys for the bolded Analytes/Tests listed, which consist of five (5) challenges per survey and three (3) surveys per year, except as follows:

Laboratories performing testing for the bolded Analytes/Tests listed below, using CLIA waived test kits or instruments, may participate in PT surveys providing a minimum of two (2) challenges per survey and two (2) surveys per year. The Department may require a laboratory with unsatisfactory performance in PT surveys for waived tests to participate in five (5) challenge surveys for that waived test or tests.

For non-bolded Analytes/Tests, laboratories shall participate in proficiency testing, if available, or shall verify test system accuracy at least twice yearly.

X	Specialty / Subspecialty	No. of Tests Performed Annually	Check (X) if CLIA Waived	X	Specialty / Subspecialty	No. of Tests Performed Annually	Check (X) if CLIA Waived
	URINALYSIS		////		MYCOLOGY		////
	Microscopic	////			Class I Initiation and/or Screen Only	////	
	Reagent Strip (NJ Waived)	////			Class II Initiation of Cultures Only	////	
	Reagent Strip Automated	////			Class III Complete ID of Yeast Only	////	
	Urine Pregnancy (NJ Waived)	////			Class IV Complete ID, Other than Yeast	////	
	BACTERIOLOGY		////		DTM Only	////	
	Antibiotic Sensitivities	////			KOH (Skin, Hair and Nails)	////	
	Bacterial Antigens	////				////	
	Clostridium difficile	////			CHEMISTRY		////
	Group A Strep (Rapid Test)	////			Albumin	////	
	Group B Strep	////			Alkaline Phosphatase	////	
	Blood Culture	////			ALT/SGPT	////	
	Chlamydia	////			Amylase	////	
	CSF Culture	////			AST/SGOT	////	
	Fern tests	////			Bilirubin, Total/Neonatal	////	
	Gardnerella vaginalis	////			BNP	////	
	Gram Stain	////			Calcium	////	
	Legionella pneumophila Antigen Detection	////			Carbon Dioxide	////	
	N. gonorrhoeae Culture	////			CEA	////	
	N. gonorrhoeae/DNA Probe	////			Chloride	////	
	Throat Culture	////			Cholesterol, Total	////	
	Urine Culture	////			Cholinesterase	////	
	Urine Colony Count	////			CK Isoenzymes	////	
	Other Culture/ID:	////			Creatine Kinase	////	
	Vaginal Wet Mounts (KOH Prep)	////			Creatinine	////	
	Yeast Screen (not definitive, e.g., germ tube)	////			CRP/HSCR	////	
		////			Ferritin	////	
		////			GGT	////	
	MYCOBACTERIOLOGY		////		Glucose, Serum or Plasma	////	
	Class I AFB Smears Only	////			Glucose, Whole Blood (NJ Waived)	////	
	Class II AFB Smears and Initiation of Culture	////			Glycohemoglobin (Hgb A1C or equivalent)	////	
	Class III Complete ID of TB Complex Only	////			HDL Cholesterol	////	
	Class IV Complete ID of Other Species	////			Iron, Total	////	
		////			LDH	////	
		////			LDH Isoenzymes	////	

APPLICATION FOR A CLINICAL LABORATORY LICENSE, Continued

LABORATORY TESTS PERFORMED, Continued							
X	Specialty / Subspecialty	No. of Tests Performed Annually	Check (X) If CLIA Waived	X	Specialty / Subspecialty	No. of Tests Performed Annually	Check (X) If CLIA Waived
	CHEMISTRY, Continued	////	////		ENDOCRINOLOGY		////
	Magnesium	////			Cortisol	////	
	Myoglobin	////			Estradiol	////	
	pCO ₂ (Blood Gas)	////			Free Thyroxine	////	
	pH (Blood Gas)	////			FSH	////	
	Phosphorus	////			HCG (Serum Pregnancy or Non-Waived Urine HCG)	////	
	pO ₂ (Blood Gas)	////			Luteinizing Hormone	////	
	Potassium	////			Progesterone	////	
	Protein Electrophoresis	////			T3 or T Uptake	////	
	PSA	////			Testosterone	////	
	Sodium	////			Triiodothyronine (T3)	////	
	Total Protein	////			TSH	////	
	Triglycerides	////			Thyroxine (T4)	////	
	Troponin	////				////	
	Urea Nitrogen (BUN)	////				////	
	Uric Acid	////				////	
		////				////	
		////			TOXICOLOGY/TDM		////
		////			Blood Alcohol	////	
		////			Blood Lead	////	
	PARASITOLOGY		////		Carbamazepine	////	
	Blood Parasite	////			Digoxin	////	
	Fecal Suspension (Wet Mount)	////			Drugs of Abuse Confirmatory	////	
	Fecal Suspension (Giardia and/or Cryptosporidium Immunoassay)	////			Drugs of Abuse Screen	////	
	Giemsa-stained Blood Smear	////			Ethosuximide	////	
	Parasite Identification	////			Gentamicin	////	
	Tissue Parasite Identification	////			Lithium	////	
		////			Phenobarbital	////	
		////			Phenytoin	////	
		////			Primidone	////	
	VIROLOGY		////		Procalnamide/Metabolites	////	
	Adenovirus Antigen	////			Quinidine	////	
	Cytomegalovirus (CMV)	////			Theophylline	////	
	Enterovirus	////			Tobramycin	////	
	Herpes Simplex Virus (Antigen Detection)	////			Urine Alcohol	////	
	Herpes Simplex Virus Culture	////			Valproic Acid	////	
	Human Papillomavirus (HPV)	////				////	
	Influenza Viruses	////				////	
	Parainfluenza Type 2 Antigen	////				////	
	Parainfluenza Viruses	////			IMMUNOHEMATOLOGY		////
	Rapid Flu	////			ABO Group	////	
	Rotavirus Antigen	////			Antibody Detection (Unexpected)	////	
	RSV	////			Antibody Identification	////	
	Varicella-Zoster Virus	////			Compatibility Test (Crossmatch)	////	
	Viral Antigen Detection	////			D (Rh) Typing	////	
	Viral Isolation/Identification	////				////	
		////				////	
		////				////	
		////				////	

APPLICATION FOR A CLINICAL LABORATORY LICENSE, Continued

LABORATORY TESTS PERFORMED, Continued							
X	Specialty / Subspecialty	No. of Tests Performed Annually	Check (X) If CLIA Waived	X	Specialty / Subspecialty	No. of Tests Performed Annually	Check (X) If CLIA Waived
	DIAGNOSTIC IMMUNOLOGY		////		HEMATOLOGY, Continued	////	////
	AFP/Other	////			WBC	////	
	AFP/Tumor Markers	////			Platelet Count	////	
	Allergy Testing	////			Cell Identification/Manual Differential	////	
	Alpha-1 Antitrypsin	////			D-dimer	////	
	ANA	////			ESR (Automated)	////	
	ASO	////			ESR (Non-automated, NJ Waived)	////	
	C3	////			Factor Assays	////	
	C4	////			Fecal Occult Blood (NJ Waived)	////	
	Flow Cytometry	////			Fibrinogen	////	
	H. pylori	////			INR	////	
	Hepatitis A Virus Antibody	////			Prothrombin Time	////	
	Hepatitis B Core Antibody	////			PTT	////	
	Hepatitis B Core Antigen	////			QBC Hematology	////	
	Hepatitis B Surface Antibody	////			Reticulocyte Count	////	
	Hepatitis B Surface Antigen	////			Semen Analysis/Count	////	
	Hepatitis Be Antigen	////			Thrombin Time	////	
	Hepatitis C	////				////	
	Hepatitis C Virus Antibody	////				////	
	HIV	////	X			////	
	IgA	////				////	
	IgE	////			CYTOLOGY		////
	IgG	////			GYN	////	
	IgM	////			Non GYN	////	
	Infectious Mononucleosis	////			Urine	////	
	Rheumatoid Factor	////				////	
	Rubella Antibody	////				////	
		////				////	
		////			GENETICS AND/OR TISSUE TYPING		////
	SYPHILIS SEROLOGY		////		Biochemical Genetic Tests (List Tests)	////	
	FTA	////				////	
	MHA-TP (TP-PA)	////				////	
	RPR	////				////	
	VDRL	////				////	
		////			Cytogenetic Tests (List Tests)	////	
		////				////	
		////				////	
	HEMATOLOGY		////			////	
	Activated Clotting Time	////				////	
	CBC (Complete Blood Count)	////			Molecular Genetic Tests (List Tests) (Add HPV Testing under Virology)	////	
	Automated WBC Differential	////				////	
	RBC	////				////	
	Hematocrit (excluding Spun Microhematocrit)	////				////	
	Hemoglobin (excluding Copper Sulfate)	////			Total Number of Tests Performed Annually – All Categories		

NOTE: For those laboratories that perform CLIA waived tests only, please provide a list of CLIA waived tests including the vendor and instrument or kit, on Page 8.

CURRENT PROFICIENCY TESTING PROVIDER(S)	
Calendar Year 2015	Name of Proficiency Testing Provider(s) AAB

APPLICATION FOR A CLINICAL LABORATORY LICENSE, Continued

(15) REFERRED WORK	
Do you refer work to other laboratories? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, provide the names and addresses of laboratories to which you refer work. (Attach additional page if necessary). <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	
(16) EQUIPMENT	
Include, by attachment, a list of all major equipment now in use, including makes, models or types, sizes or capacity, age and current condition. Include microbiological safety cabinets, giving name of manufacturer and model.	
(17) PHYSICAL PLANT	
For Initial Applications, include, by attachment, a plan of the premises or a photograph of the area to be occupied for the laboratory's operation.	
(18) CERTIFICATION	
<p>We the undersigned certify that all the information given on this application and on the accompanying attachments is true, correct and complete as of this date and that notification, by certified mail, of any change(s) will be made within 14 days of such change(s).</p> <p>We further certify that testing will not be performed until all applicable State and Federal certificates, licenses and required approvals have been obtained in accordance with N.J.S.A. 45:9-42.26 et seq., N.J.A.C. 8:44-2.1 et seq. and 42 CFR 493.1 et seq.</p> <p>We attest that we <input type="checkbox"/> have <input checked="" type="checkbox"/> have not been indicted for or convicted of a felony crime and that the owner(s) and laboratory director are not presently suspended or had a CLIA certificate revoked and are not subject to pending administrative sanctions under any Federal, State or local laws. (<i>Attach complete documentation regarding conviction, suspension, revocation or administrative actions.</i>)</p> <p>Please number all attachments consecutively and record the number of pages attached to this application.</p> <p>Number of pages attached: _____</p>	
Signature of Director	Date
Signature of Owner	Date
Signature of Owner	Date
Signature of Owner	Date

APPLICATION FOR A CLINICAL LABORATORY LICENSE, Continued

(19) LICENSURE FEES FOR LABORATORIES PERFORMING ANY CLIA NON-WAIVED TESTS

If you are performing only CLIA waived tests, skip to Page 8.

Initial license application fees and annual license renewal fees are identical. Fees noted are for each specialty. Complete and return this page with your application.

Calculating Total Number of Employees of Entire Laboratory (or use your established system for calculation):

- A. Number of Full-Time Employees.....
- B. Total Number of Hours of Part-Time Laboratory Employees per Week.....
- C. Part Time Employee Hours Pro-Rated to Full Time = (B) ÷ 40 = (D)
(Round to the nearest whole number).....
- D. Total Number of Employees [(A) + (C) = (D)].....

Staff Category / Fee Per Specialty

[Check category based on the Total Number of Employees of Entire Laboratory (from "D" above)]

[Do not include director, co-director, students of approved schools of medical technology, clerical, phlebotomists and maintenance employees. Part-time employees are to be included, pro-rated to full-time equivalents.]

<input checked="" type="checkbox"/> Category I 1-9 Employees \$200	<input type="checkbox"/> Category II 10-29 Employees \$250	<input type="checkbox"/> Category III 30-49 Employees \$300	<input type="checkbox"/> Category IV 50-89 Employees \$350	<input type="checkbox"/> Category V 90 or More Employees \$400
--	--	---	--	--

Specialty(ies) Offered by Laboratory

- | | | |
|---|---|--|
| <input type="checkbox"/> Urinalysis | <input checked="" type="checkbox"/> Diagnostic Immunology (includes General Immunology and Syphilis Serology) | <input type="checkbox"/> Toxicology/TDM |
| <input type="checkbox"/> Bacteriology | <input type="checkbox"/> Hematology | <input type="checkbox"/> Cytology |
| <input type="checkbox"/> Mycobacteriology | <input type="checkbox"/> Immunohematology | <input type="checkbox"/> Genetics and/or Tissue Typing |
| <input type="checkbox"/> Parasitology | <input type="checkbox"/> Chemistry | <input type="checkbox"/> CLIA Waived (\$200.00) |
| <input type="checkbox"/> Mycology | <input type="checkbox"/> Endocrinology | |
| <input type="checkbox"/> Virology | | |

Total Number of CLIA Non-Waived Specialties Checked: _____

LATE FEE:

Laboratories submitting renewal applications after December 31st are required to pay an additional late fee of \$100.

NOTE:

Laboratories requiring a replacement license due to a change of address must submit a \$100 fee per change.

FEE CALCULATION:

(Include CLIS ID Number on check. Include photocopy of submitted check. Attach check to application.)

- | | | |
|----|---|-----------|
| 1. | Total Number of Employees of Entire Laboratory (as calculated above)..... | |
| 2. | Category Based on Total Number of Employees of Entire Laboratory..... | |
| 3. | Fee Per Specialty as Indicated under the Appropriate Category..... | \$ 200 |
| 4. | Number of Licensed Specialties..... | 1 |
| 5. | Total Licensure Fee
[Fee Per Specialty Multiplied by Number of Licensed Specialties (Line 3 x Line 4)] | \$ 200.00 |
| 6. | CLIA Waived Fee of \$200.00 (if applicable) | \$ |
| 7. | Late Fee of \$100.00 (if applicable)
(for <u>renewal</u> applications submitted after December 31) | \$ |
| 8. | Total Fee [Licensure Fee (Line 5) + CLIA Waived Fee of \$200.00 (Line 6) (if applicable)
+ Late Fee (Line 7) (if applicable)]..... | \$ |

(20) LICENSURE FEES FOR LABORATORIES PERFORMING CLIA WAIVED TESTING ONLY

(Include CLIS ID Number on check. Include photocopy of submitted check. Attach check to application.)

- | | | | |
|----|---|----|--------|
| 1. | Fee for CLIA Waived Tests Only | \$ | 200.00 |
| 2. | Late Fee of \$100.00 (if applicable) .
(for <u>renewal</u> applications submitted after December 31) | \$ | |
| 3. | Total Fee [\$200.00 (Line 1) + Late Fee (Line 2) (if applicable)] | \$ | |

Please provide a list of CLIA waived tests. Include the vendor (manufacturer) and instrument or kit.

[illegible]

RUTGERS

Robert Wood Johnson
Medical School

Department of Pathology
Robert Wood Johnson Medical School
Rutgers, The State University of New Jersey
One World's Fair Drive
Somerset, NJ 08873

September 1, 2016

Katiana Scalione
Jersey City Department of Health
199 Summit Avenue, Suite G
Jersey City, New Jersey, 07304

Dear Katiana,

Enclosed you will find the license application for your facility. Please have someone sign on page 6 for the owner. Do not sign for the director. RWJ is the lab director. Send it back to me as soon as possible and we will send it with the fee to CLIS so your license can be issued.

If you have any questions please do not hesitate to contact me at 732-743-3620.

Sincerely,



Joanne Corbo, MBA, MT (ASCP)
Program Manager

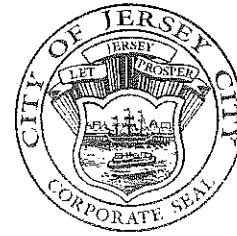
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.678

Agenda No. 10.T

Approved: OCT 12 2016

TITLE:



**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
PURSUANT TO THE UNIFORM SHARED SERVICES CONSOLIDATION
ACT, N.J.S.A. 40A:65-1 ET SEQ. FOR THE CITY OF JERSEY CITY TO
PROVIDE ROLL-OFF DEBRIS/GARBAGE CONTAINER SERVICES TO
THE JERSEY CITY HOUSING AUTHORITY**

WHEREAS, the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between a municipality and a housing authority to provide services to each other; and

WHEREAS, the Jersey City Housing Authority ("JCHA") requires open roll-off debris/garbage container services at various residential buildings managed by the JCHA; and

WHEREAS, the JCHA agrees to pay the City a flat fee of \$300.00 per container plus the actual cost of the debris/garbage disposal in exchange for the City providing the JCHA with container services; and

WHEREAS, the City and the JCHA desire to enter into a Shared Services Agreement for the City to provide the JCHA with container services; and

WHEREAS, the term of the Shared Services Agreement is two (2) years effective as of November 10, 2016 and ending on November 9, 2018; and

WHEREAS, the JCHA has an option to renew the Shared Services Agreement for an additional two (2) year term.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is hereby authorized to execute a Shared Services Agreement with the JCHA for providing the JCHA with open roll-off debris/garbage container subject to the following minimum terms and conditions:
 - a. The term of the Agreement shall be effective as of November 10, 2016 and shall end on November 9, 2018 unless renewed;
 - b. The JCHA shall pay the City a flat fee of \$300.00 per container plus the actual cost of the debris/garbage disposal in exchange for providing these services; and
 - c. The JCHA shall have an option to renew the Shared Services Agreement for an additional two (2) year term; and

City Clerk File No. Res. 16.678Agenda No. 10.T OCT 12 2016

TITLE:

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
PURSUANT TO THE UNIFORM SHARED SERVICES CONSOLIDATION
ACT, N.J.S.A. 40A:65-1 ET SEQ. FOR THE CITY OF JERSEY CITY TO
PROVIDE ROLL-OFF DEBRIS/GARBAGE CONTAINER SERVICES TO
THE JERSEY CITY HOUSING AUTHORITY**

2. The Shared Services Agreement shall be in substantially the form attached, subject to such modifications as the Corporation Counsel or the Business Administrator deems necessary or appropriate; and
3. A copy of the Shared Services Agreement shall be filed with the New Jersey Division of Local Government Services and copies shall be available for inspection at the Office of the City Clerk.

RR
9-29-16

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel


Certification Required ☐Not Required ☒**APPROVED 9-0**

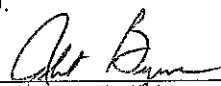
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ. FOR THE CITY OF JERSEY CITY TO PROVIDE ROLL-OFF DEBRIS/GARBAGE CONTAINER SERVICES TO THE JERSEY CITY HOUSING AUTHORITY

Project Manager

Department/Division	Public Works	Sanitation
Name/Title	Frank Lamparelli	Director
Phone/email	547-4702	FLamparelli@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The Uniform Shared Services Consolidation Act authorizes agreements between a municipality and a housing authority to provide services to each other. The Jersey City Housing Authority ("JCHA") requires open roll-off debris/garbage container services at various residential buildings managed by the JCHA. The JCHA agrees to pay the City a flat fee of \$300.00 per container plus the actual cost of the debris/garbage disposal in exchange for the City providing the JCHA with container services. The term of the Shared Services Agreement is two (2) years effective as of November 10, 2016 and ending on November 9, 2018. The JCHA has an option to renew the Shared Services Agreement for an additional two (2) year term.

Cost (Identify all sources and amounts)

Not applicable. JCHA will pay the City for providing containers.

Contract term (include all proposed renewals)

Two years with option to renew for two years

Type of award Shared Services Agreement

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

AGREEMENT FOR OPEN ROLL-OFF DEBRIS/GARBAGE CONTAINER SERVICES

This Agreement made the _____ day of _____, 2016 between the **CITY OF JERSEY CITY** ("Jersey City"), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and the **JERSEY CITY HOUSING AUTHORITY**, ("JCHA"), a public corporation of the State of New Jersey, with offices at 400 U.S. Highway #1&9, Building #7, Jersey City, New Jersey 07306

Recitals

WHEREAS, the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between a municipality and a housing authority to provide services to each other; and

WHEREAS, the Jersey City Housing Authority ("JCHA") requires open roll-off debris/garbage container services at various residential buildings managed by the JCHA; and

WHEREAS, the JCHA agrees to the pay the City a flat fee of \$300.00 per container plus the actual cost of the debris/garbage disposal in exchange for the City providing the JCHA with container services; and

WHEREAS, the City and the JCHA desire to enter into a Shared Services Agreement for the City to provide the JCHA with container services; and

WHEREAS, the term of the Shared Services Agreement is two (2) years effective as of November 10, 2016 and expiring on November 9, 2018; and

WHEREAS, the JCHA has an option to renew the Shared Services Agreement for an additional two (2) year term.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants, agreements, terms and conditions herein set forth, and of the undertakings of each party to the other, the parties hereto each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

Article 1 **Purpose of Agreement**

The purpose of this Agreement is for the City to provide open roll-off debris/garbage container services at various residential buildings owned by the JCHA.

Article 2
Scope of Services

- a) The City's Department of Public Works ("DPW") shall provide on demand, at the request of the JCHA, open roll-off containers of no less than 25 cubic yard capacity.
- b) Containers shall be delivered to the JCHA locations set forth below in paragraph i of this Article. All locations are in Jersey City.
- c) Upon notification, the DPW shall remove and dispose the contents of the containers. Solid waste collected by the DPW shall be hauled to a landfill baling facility or other solid waste disposal facility, as mandated by the Hudson County Solid Waste Management Plan, and/or the New Jersey Sports and Expedition Authority ("NJSEA") Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq. and any other applicable laws or regulations relating to disposal.
- d) The containers will hold disposed of household goods, bulk furniture, and the like. The containers are not meant to hold heavy construction material.
- e) The DPW shall pick-up and recycle non-working refrigerators, stoves, washers, dryers, air conditions, and other large household appliances, to remove refrigerators and otherwise dispose of them in compliance with Section 608 of the Federal Clean Air Act Amendment of 1990.
- f) Delivery and pick-up will be made during the normal business hours, Monday thru Friday (8:00 A.M. to 4:00 P.M.) unless otherwise agreed.
- g) The JCHA shall designate to the DPW the name of the person or persons authorized to place orders under the contract. The DPW shall not accept orders for delivery or pick-up from any other person or persons.
- h) Delivery and pick-up **MUST** occur within one (1) business day receipt of telephone notification by the JCHA. Promptness is important to the JCHA and repeated failures to pick-up or delivery on time will be considered as a default of the contract.
- i) Delivery and Pick-Up Locations are:

<u>Name</u>	<u>Address</u>
Marion Gardens	13 Dales Avenue
Booker T. Washington Apts.	200 Colden Street
Hudson Gardens	514 Newark Avenue

Holland Gardens
Curries Woods
Berry Gardens

241 Sixteenth Street
3 New Heckman Drive
199 Ocean Avenue/92 Danforth Avenue

Article 3

Term of Agreement

The term of this Agreement shall be two (2) years effective as of November 10, 2016 and ending on November 9, 2018. The JCHA shall have an option to renew this Agreement with no price increases for an additional two year period. The JCHA shall notify the City at least forty-five (45) days prior to the expiration date of this Agreement of its intention to exercise the renewal option.

Article 4

Compensation and Payment

The JCHA shall pay for each container a flat fee of \$300.00 plus the actual cost of disposal of the container contents at the landfill. The trucking fee includes the cost of hauling the container to the dump and returning the empty container to a public housing site. The JCHA shall pay a flat fee of \$40.00 per refrigerator or air conditioner for processing and disposal as outlined in Article 2d above. Other appliance(s) are disposed of per recycling without cost to the JCHA.

The DPW shall submit monthly invoices to the JCHA for all containers picked-up during the month. All invoices must be accompanied by a ticket signed by the appropriate JCHA staff person. The ticket shall include the date and time of the pick-up and housing site from which the container was taken. The invoice must be accompanied by a receipt from an approved waste disposal facility, verifying the date when the container was dumped and the amount of all dumping fees and surcharges.

Article 5

Cancellation

The City may request cancellation or amendment of this Agreement if the Hudson County Improvement Authority directs the City to use a landfill that is farther away from Jersey City than the Keegan Landfill. The JCHA may cancel this Agreement if the City is unable to provide timely as set forth in Article 2 of this Agreement. The JCHA shall provide written notice to the City ninety (90) days prior to the effective date of cancellation.

Article 6
Contractual Relationship

In performing the services under this Agreement, City shall operate and have the status of an independent contractor and shall not act as an agent or employee of the JCHA. As an independent contractor, the City shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

City shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional police practices to assure that all services are adequate and appropriate for the purposes intended.

Article 7
Assignment

Neither party to this Agreement shall make an assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the other party. This Agreement shall be binding upon the parties hereto, their heir, executors, legal representatives and assigns.

Article 8
Choice of Law

This Agreement shall be deemed to have made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of New Jersey.

Article 9
Modification

The parties hereto reserve the right subject to mutual assent to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formally executed Addendum to the Agreement.

Article 10
Entire Agreement

This Agreement constitutes the entire Agreement between the City and the JCHA. It supersedes all prior or contemporaneous communications, representations of agreement whether oral or written with respect to the subject matter thereof and has been induced by

no representations, statement or agreements other than herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

Article 11 **Counter-Parts**

This Agreement shall be executed in two (2) counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

Article 12 **Paragraph Headings**

The paragraph headings in this Agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

Article 13 **Severability**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

Article 14 **Indulgences**

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power, or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or of any other right, or, with respect to any occurrence, be construed as a waiver of such right with respect to any other occurrence.

Article 15 **Non-Discrimination**

In all hiring or employment made possible by or resulting from this Agreement, there shall not be any discrimination against any employee or applicant for employment because of race, religion, sex age or national origin and affirmative action will be taken to insure that applicants are employed without regard to their race, color, religion, sex age or national origin. This requirement shall apply, but not be limited to, the following:

Employment upgrading, demotion or transfer, recruitment or recruitment advertising, rates of pay or other forms of compensation.

No personnel shall, on the grounds of race, color, religion, sex, age or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

Article 16
Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

City of Jersey City
Business Administrator
City Hall-280 Grove Street
Jersey City, NJ 07302

Jersey City Housing Authority
Marvin L. Walton, Executive Director
400 U.S. Hwy. # 1&9, Bldg. 7
Jersey City, NJ 07306

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

JERSEY CITY HOUSING AUTHORITY

Marvin L. Walton
Executive Director

RR
9-28-16

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-679

Agenda No. 10.U

Approved: OCT 12 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN INDEMNIFICATION AGREEMENT PERMITTING THE CITY TO STOCKPILE ROCK SALT UNDER THE NEW JERSEY TURNPIKE AUTHORITY'S NEWARK BAY-HUDSON COUNTY EXTENSION AT MILEPOST N6.8 DURING THE WINTER MONTHS AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE TO THE NEW JERSEY TURNPIKE AUTHORITY



COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the New Jersey Turnpike Authority ("NJTA") is the owner of property known as the Newark Bay-Hudson County Extension ("Extension"); and

WHEREAS, the Extension is an elevated highway and the City of Jersey City ("City") desires to stockpile rock salt at milepost N6.8 (the "Property") which is near Grand Street during the time period of December 1, 2016 through March 31, 2017; and

WHEREAS, the City intends use the Property during snow storms to load salt spreaders that service eastern sections of the City; and

WHEREAS, the City will cover the rock salt stockpile with a tarpaulin when it is not being used; and

WHEREAS, the gates which front Grand Street will be locked, the Property will be swept clean, and all rock salt will be removed from the Property by the City after the snow season; and

WHEREAS, the NJTA agrees to permit the City to use the Property provided that the City stockpiles no more than 500 tons of rock salt on the Property per snowstorm, provided that the City executes the Indemnification Agreement attached hereto, and provided that the City issues a Certificate of Insurance naming the NJTA as an additional insured on the City's general liability insurance policy.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute the Indemnification Agreement with the New Jersey Turnpike Authority that is attached hereto; and

BE IT FURTHER RESOLVED, that the term of the Indemnification Agreement shall be December 1, 2016 through March 31, 2017; and

BE IT FURTHER RESOLVED, that either party can cancel the Indemnification Agreement without cause by providing 30 days' written notice; and

BE IT FURTHER RESOLVED, that the Risk Manager is authorized to issue to the New Jersey Turnpike Authority a Certificate of Insurance naming the NJTA as an additional insured on the City's general liability insurance policy; and

BE IT FURTHER RESOLVED, that the Mayor or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purposes of this resolution.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

September 21, 2016

MR/jl

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN INDEMNIFICATION AGREEMENT PERMITTING THE CITY TO STOCKPILE ROCK SALT UNDER THE NEW JERSEY TURNPIKE AUTHORITY'S NEWARK BAY-HUDSON COUNTY EXTENSION AT MILEPOST N6.8 DURING THE WINTER MONTHS AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE TO THE NEW JERSEY TURNPIKE AUTHORITY

Project Manager

Department/Division	DPW	Sanitation
Name/Title	Frank Lamparelli	Director Sanitation
Phone/email	201-547-2629	FLamparelli@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

The purpose of this resolution is to: The New Jersey Turnpike Authority ("NJTA") is the owner of property known as the Newark Bay-Hudson County Extension ("Extension"). The Extension is an elevated highway and the City desires to stockpile rock salt at milepost N6.8 which is near Grand Street during the time period of December 1, 2016 through March 31, 2017. The City intends use the property during snow storms to load salt spreaders that service eastern sections of the City. The NJTA agrees to permit the City to use the property provided that the City stockpiles no more than 500 tons of rock salt on the property per snowstorm, provided that the City executes an Indemnification Agreement, and provided that the City issues a Certificate of Insurance naming the NJTA as an additional insured on the City's general liability insurance policy.

Cost (Identify all sources and amounts)

Not Applicable

Contract term (include all proposed renewals)

Dec. 1, 2016 thru Mar. 31, 2017.

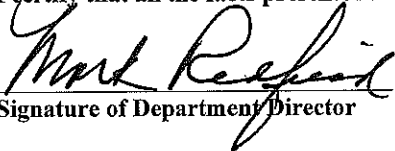
Type of award

Other

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/16/16
Date

Signature of Purchasing Director

Date

NEW JERSEY TURNPIKE AUTHORITY

Traffic Permit Application

To be filed with the Office of the Traffic Engineer 10 days prior to start of work.

ALL INFORMATION SHOULD BE SUPPLIED AND UPDATED AS NEW INFORMATION BECOMES AVAILABLE.

TO BE FILLED IN BY APPLICANT

SUBMITTAL DATE 09/15/2016	For Use by NJTA Only <input type="checkbox"/> OPS No. _____ <input type="checkbox"/> Construction Contract No. _____ <input type="checkbox"/> License To Cross No. _____ <input type="checkbox"/> Communications Installation No. _____ <input type="checkbox"/> Roadway Activity/Access No. _____
ORIGINAL	
REVISED	

CONTRACT NO. OR TITLE City of Jersey City - Department of Public Works		
APPLICANT NAME & ADDRESS John Lynch Department of Public Works - 13-15 Linden Ave East, Jersey City, NJ 07305		PHONE # (201) 547-4401 FAX # (201) 432-9530
APPLICANT FIELD OFFICE LOCATION & MAILING ADDRESS Department of Public Works 13-15 Linden Ave East Jersey City, NJ 07305		PHONE # FAX #
EMERGENCY CONTACTS		
NAME/TITLE Martin Valenti, Sanitation Mgr	HOME PHONE #	CELLULAR # (551) 697-4447
NAME/TITLE Frank Lamparelli, Dir Sanitati	HOME PHONE #	CELLULAR # (551) 697-4723
NAME/TITLE	HOME PHONE #	CELLULAR #
START DATE		COMPLETION DATE

TO BE FILLED IN BY RESIDENT

PROJECT ENGINEER	HOME PHONE #	CELLULAR #
RESIDENT ENGINEER	HOME PHONE #	CELLULAR #
INSPECTOR	HOME PHONE #	CELLULAR #
INSPECTOR	HOME PHONE #	CELLULAR #
INSPECTOR	HOME PHONE #	CELLULAR #
NJTA LIAISON	HOME PHONE #	CELLULAR #

TO BE FILLED IN BY APPLICANT

LOCATION
NATURE OF WORK
PROGRESS SCHEDULE (Attached Approved Progress Schedule, If Available.)

INSURANCE - TRAFFIC PERMIT

Provide the minimum amount of insurance as follows:

1. Comprehensive General Liability including Contractual Liability.
2. Automotive Liability

Liability policies shall be ENDORSED TO SHOW NEW JERSEY TURNPIKE AUTHORITY AS AN ADDITIONAL INSURED.

Both policies to be written in the amount of TWO MILLION DOLLARS (\$2,000,000). Single limit of liability each occurrence for bodily injury and property damage.

3. Workers Compensation

Workers Compensation to comply with the New Jersey statutes and any required Maritime Law.

4. XCU endorsement required if any manual labor is involved.

Each Traffic Permit Application is reviewed on a case-by-case basis by the New Jersey Turnpike Authority and, depending on the specific nature of the work, the insurance is adjusted as necessary.

INDEMNIFICATION
NEW JERSEY TURNPIKE AUTHORITY

P.O.BOX 5042

WOODBIDGE, N.J. 07095-5042

(732) 750-5300

KNOW ALL MEN BY THESE PRESENTS, that WE, the undersigned, in consideration of granting of permission by the New Jersey Turnpike Authority to enter upon the New Jersey Turnpike roadway, median strip, shoulders and other areas for the purpose of making a survey or performing other work, do hereby agree to waive any and all claims, causes of action and demands, of whatever nature that may arise in our favor, against the New Jersey Turnpike Authority during the progress of such surveyor other work.

WE do hereby further agree that we will present no claim, action, or demand whatsoever against the New Jersey Turnpike Authority arising directly or indirectly out or on account of such survey or other work, except for such claims as may arise from the sole negligence of the New Jersey Turnpike Authority, its officers, agents, or employees.

WE hereby agree to defend, indemnify and save harmless, the New Jersey Turnpike Authority, its officers, agents, servants and employees, and each and every one of them, from and against all suits, costs, claims, expenses and judgments of every kind and description including claims, suits, costs, expenses, judgments of agents, servants, employees, and contractors of the Licensee and from and against all damages and expenses to which the Authority or any of its officers, agents, servants, and employees may be subjected by reason of our entering upon the New Jersey Turnpike roadways for the purpose of surveying or any other work.

WE further agree to show such evidence of insurance as shall be necessary in the opinion of the Law Department of the New Jersey Turnpike Authority including amount, type of coverage, and carrier.

FIRM

SIGNATURE

TITLE

DATE

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.680

Agenda No. 10.V

Approved: OCT 12 2016

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A LICENSE AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY ALLOWING USE AND ACCESS TO CITY OWNED PROPERTY AT 605 MONMOUTH STREET (BLOCK 6902, LOT 24) WITHIN THE JERSEY AVENUE PARK AND JERSEY AVENUE TENTH STREET REDEVELOPMENT AREAS

WHEREAS, the City of Jersey City is the owner of property listed below which lies within the Jersey Avenue Park and Jersey Avenue Tenth Street Redevelopment Areas:

<u>BLOCK</u>	<u>LOT</u>	<u>ADDRESS</u>
6902	24	605 Monmouth Street

WHEREAS, the site is a vacant parcel of land; and

WHEREAS, the Jersey City Redevelopment Agency has the responsibility of acquiring the above mentioned property within the above mentioned areas to effectuate the rehabilitation, redevelopment and revitalization of the areas; and

WHEREAS, the Jersey City Redevelopment Agency would like to utilize and access Block 6902, Lot 24 for pre-development investigations and studies, etc. and therefore it is necessary for the City of Jersey City and the Jersey City Redevelopment Agency to enter into a License Agreement, and

WHEREAS, the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-38 and 39(f) authorizes such agreements and cooperation between the City and Jersey City Redevelopment Agency.

NOW, THEREFORE, BE IT RESOLVED, BY THE Municipal Council of the City of Jersey City that:

1. A Resolution to enter into a License Agreement between the City of Jersey City and Jersey City Redevelopment and/or its designees, to utilize, access and perform investigations and studies of the above listed property for a term of three (3) years commencing on the date of execution of the License Agreement which may be extended for a period of 12 months if agreed by both parties is hereby granted.
2. The Mayor and Business Administrator are hereby authorized to execute a License Agreement in the form attached.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A LICENSE AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY ALLOWING USE AND ACCESS TO CITY OWED PROPERTY AT 605 MONMOUTH STREET (BLOCK 6902, LOT 24) WITHIN THE JERSEY AVENUE PARK AND JERSEY AVENUE TENTH STREET REDEVELOPMENT AREAS

Initiator


Department/Division	J.C. Redevelopment Agency	
Name/Title	David P. Donnelly	Executive Director
Phone/email	201-761-0819	DonnellyD@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Grant Agency access to Block 6902, Lot 24 (605 Monmouth Street) for purposes of preliminary investigations and studies.

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date



INTER-OFFICE MEMORANDUM

TO: Annemarie Miller, Real Estate Manager

FROM: Mary Pat Noonan, Project Manager

DATE: September 28, 2016

SUBJECT: Block 6902, Lot 24 (605 Monmouth Street)

The Agency is desirous of entering into a License Agreement with the City for access to the above mentioned property. Our designated developer for the site will perform some preliminary investigations/studies. In that regard I have prepared a resolution for the Municipal Council authorizing the license agreement, the accompanying fact sheet, and the license agreement together with a map showing the location of the property. After your review, if all is in order, please forward to the Law Department for inclusion on the next available City Council meeting. Thanks for your help. Any questions please call me at 201-761-0828.



MARY PATRICIA NOONAN

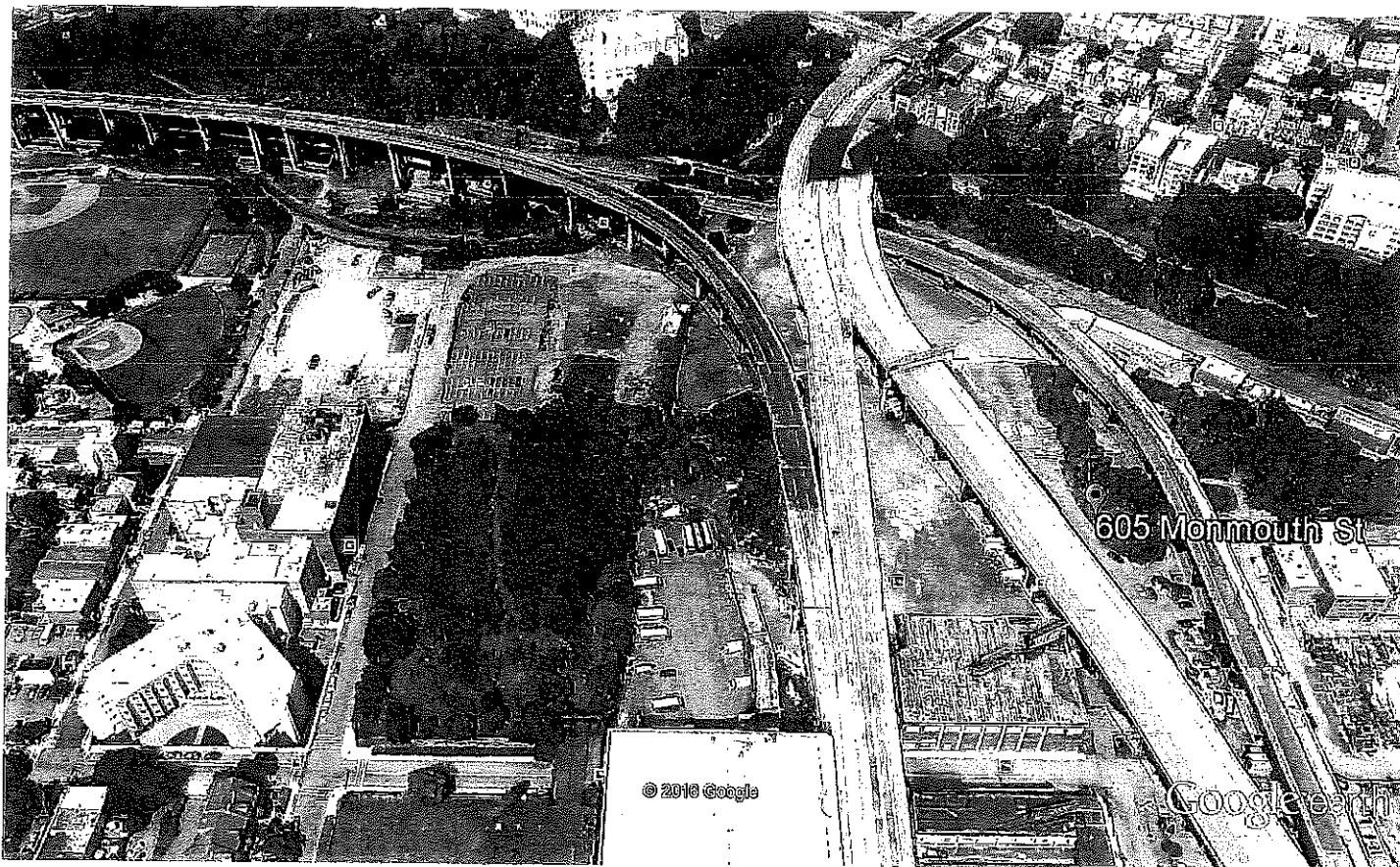
/mpn

c: Rolando Lavarro, Jr., Council President

Chris Fiore

Councilwoman Candice Osborne

attachment



Google earth

feet
meters



LICENSE AGREEMENT

The **AGREEMENT** is made this _____ day of _____ 2016, between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as "**Licensor**" or "**City**" and **JERSEY CITY REDEVELOPMENT AGENCY**, (and its employees, agents, invitees, and contractors), a body corporate and politic of the State of New Jersey with offices at 66 York Street, 3rd Floor, Jersey City, New Jersey 07302, hereinafter designated as "**Licensee**".

WITNESSETH that:

1. The Licensor is the owner of property designated on the official tax map of the City of Jersey City as Block 6902, Lot 24 (formerly Block 393.1 Lot 2) (605 Monmouth Street) hereinafter designated as "the Property".
2. The Licensor agrees to permit the Licensee and/or its designated assignee, to enter onto the Property as shown on the map included as Exhibit A for the purpose of performing various studies and investigations related to the redevelopment of the area and its surroundings pursuant to the Jersey Avenue Tenth Street Redevelopment Plan and the Jersey Avenue Park Redevelopment Plan. This property is in both Redevelopment Areas. The Licensor further agrees to permit the Licensee and/or its designated assignees to perform various studies and investigations.
3. The Licensee, its agent(s) or assignee shall defend, indemnify, save and hold harmless the Licensor from any and all accidents, losses, damages, claims, demands, suits, liens, expenses (including reasonable attorneys' fees and expenses) and judgments of any nature arising, or alleged

to arise, by reason of this Agreement or the use of the Property by the Licensee or any of its agents, assignees, servants, employees, contractors, subcontractors or invitees, in on or about the Property for the purposes set forth above with its permission, or outside the scope of the above permitted use. The obligations of the Licensee its agent(s) or assignee to indemnify the Licensor pursuant to this Section shall survive any termination of this Agreement.

4. The Licensee, its agent(s) or assignee shall carry property damage and Comprehensive General Liability Insurance for an amount not less than \$1,000,000. or such other type and amount as is deemed or appropriate by the Licensor. The Licensee shall furnish to the Licensor a Certificate of Insurance for the benefit of the Licensee and Licensor and naming the Licensor, its employees or agents as additional named insured and covering the property herein described. Delivery of Certificates of Insurance evidencing policies or insurance and proof of payment of premium shall be delivered to the Licensor within ten (10) days of execution of this Agreement. The obligations of the Licensee or its agent(s) or assignee to indemnify the Licensor pursuant to this Section shall survive any termination of this Agreement.

5. The Licensee its agent(s) or assignee shall further furnish to the Licensor evidence that it has statutory workers compensation insurance for the protection of any of the employees or agents of the Licensee.

6. All accidents or injuries to persons, or any damages, etc., occurring as a result of or in connection with the Licensee's use of the property, shall be reported immediately to the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

7. The Licensee shall furnish to the Licensors evidence that it has automobile, machinery and equipment insurance in the amounts satisfactory to the Licensors and in no case lower than the full statutory amounts required.

8. The Licensee accepts sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors, subcontractors and invitees while on the property, at no cost to the City of Jersey City.

9. Any equipment installed or used by the Licensee, its agent(s) or assignee in connection with its use of the property that may be removed without damage to the property shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the agreement, or not later than five (5) days thereafter. In the event that the same is not removed, the same shall be deemed abandoned and the Licensors shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

10. The Licensee shall provide in writing to the Licensors the names of two (2) authorized representatives of the Licensee, its agent(s) or assignee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.

11. All Notices and payments between the parties hereto shall be addressed and delivered to the following:

Licensors:

City of Jersey City
Business Administrator
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Licensee:

Jersey City Redevelopment Agency
Attn.: Executive Director
66 York Street
Jersey City, N.J. 07302

12. All of the above terms and conditions shall be binding on the Licensee, its agent(s) or assignee, Licensor and all other parties connected with the event for which the property is herein licensed. Any and all violations of the terms and conditions of the said agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

13. This License shall commence on the day of execution by the Jersey City Business Administrator and shall terminate three (3) years thereafter unless otherwise extended for up to an additional twelve (12) months.

14. The permission for use of the Property may be revoked by Licensor at any time without cause upon thirty (30) days advance written notice. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the Property which occurred on or prior to the date of revocation.

15. Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the use of the property by the Licensee will be repaired by the Licensee its agent(s) or assignee at its own cost and expense.

16. The permission to use City-owned property is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee, its agent(s) or designee(s) from its responsibility to procure and maintain in effect all other requisite permissions and approvals.

17. The entire agreement between the Licensor and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.

18. Agency officials, officers, directors or employees shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

19. The Licensee's use of the property shall keep all public streets free and clear of obstructions and shall not interfere with their use.

20. The Licensee's use of the property shall be in accordance with all ordinances and regulations of the City of Jersey City which are applicable to the intended use of the property by the Licensee.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective officers, thereunto duly authorized, all as the day and year first above mentioned.


ATTEST:

CITY OF JERSEY CITY

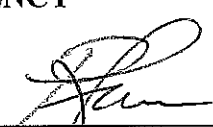
ROBERT BYRNE
City Clerk

By: _____
ROBERT KAKOLESKI
Business Administrator

**JERSEY CITY REDEVELOPMENT
AGENCY**



DAVID P. DONNELLY
Secretary

By: 

ROLANDO R. LAVARRO, JR.
Chairman

H:\WPDOCS\MP\Jersey Avenue\Tribeca West\Block\6902 Lice Agr with JC\License Agr.wpd

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.681

Agenda No. 10.W

Approved: _____

TITLE: _____

WITHDRAWN



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE GENETEC SOFTWARE MAINTENANCE (SMA) AGREEMENT UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT FUNDED THROUGH FY-15 UNITED STATES DEPARTMENT OF HOMELAND SECURITY GRANT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Genetec Software Maintenance Agreement (SMA) needs to be extended. The maintenance agreement allows for continued access to the services and software innovations to ensure OEM system operates at peak efficiency and emergency services staff have access to the latest security advances to accomplish emergency and security missions; and

WHEREAS, N.J.S.A. 52:34-10.6 (c) authorizes the City of Jersey City ("City") to purchase equipment and/or services paid for or reimbursed by Federal funds awarded by the United States Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State Contract for the equipment, or (2) is participating in a Federal Procurement Program established by a Federal Department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

WHEREAS, Millennium Communications, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 is participating in a Federal Procurement Program by a Federal Department or Agency and is the holder of General Services Administration Contract Schedule 70, Contract GS-35F-0220R, Information Technology Services; and

WHEREAS, Millennium Communications, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 submitted a quote in the total amount of twenty six thousand, three hundred sixty dollars (\$26,360.00), for the Genetec Software Maintenance Agreement (SMA) for the Office of Emergency Management; and

WHEREAS, the City's Purchasing Agent has certified that he considers said quotation to be fair and reasonable; and

WHEREAS, the sum of \$23,360.00 is available in Account No. 02-213-40-572-314 which represents the UASI FY-15 Grant;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Pursuant to N.J.S.A. 52:34-10.6 (c), a contract in the amount of \$26,360.00, for a the Genetec Software Maintenance Agreement (SMA) is awarded to Millennium Communications, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 the holder of GSA Contract GS-35F-0220R.
2. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract and the requirements of the contract have been met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continue to page 2)

TITLE:

WITHDRAWN

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE GENETEC SOFTWARE MAINTENANCE (SMA) AGREEMENT UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT FUNDED THROUGH FY-15 UNITED STATES DEPARTMENT OF HOMELAND SECURITY GRANT

I, Donna Mauer, Donna Mauer, as Chief financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

UASI FY-15 Grant Account

02-213-40-572-314

Purchase Order

122425

Amount

\$26,360.00

Peter Folgado, Director of Purchasing,
QPA, RPPO

Date

9/29/16

PF/pv
9/22/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
HALLANAN				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE GENETEC SOFTWARE MAINTENANCE (SMA) AGREEMENT UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT FUNDED THROUGH FY-15 UNITED STATES DEPARTMENT OF HOMELAND SECURITY GRANT

Initiator

Department/Division	Public Safety	OEM Homeland Security
Name/Title	W. Greg Kierce	Director
Phone/email	wkierce@njjeops.org	201-547-5681

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

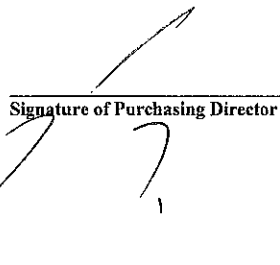
Resolution Purpose

This Resolution will authorize the procurement of a GENETEC Software maintenance contract relevant the OEMHS CCTV system for the period of one year.

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/29/16
Date


Signature of Purchasing Director

9/29/16
Date



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0083855 FOR MILLENNIUM COMMUNICATIONS GROUP INC. IS
VALID.



**GSA
Federal
Acquisition
Service**

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Search: all the words

Contractor Information

(Vendors) How to change your company information

Contract #:	GS-35F-0220R	Socio-Economic :	Small business
Contractor:	MILLENNIUM COMMUNICATIONS GROUP INC.	EPLS :	Contractor not found on the Excluded Parties List System
Address:	11 MELANIE LN EAST HANOVER, NJ 07936-1100	Govt. Point of Contact:	SHAROLYN MACK
Phone:	800-677-1919	Phone:	703-605-2751
E-Mail:	kmclaughlin@millenniuminc.com	E-Mail:	sharolyn.mack@gsa.gov
Web Address:	http://www.millenniuminc.com	Contract Clauses/Exceptions:	
DUNS:	932528250	View the specifics for this contract	
NAICS:	541519		

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category	View Catalog
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0220R		Dec 20, 2019	132 12	DISAST PURCH
					132 51	DISAST PURCH
					132 8	DISAST PURCH



*One point of contact.
Endless Possibilities.*

SPIN #142317750
Federal GSA #GS-10F-10240F
NJ WSCA 60050 - TSCA
MCESC T&E REP / TEC 507

August 23rd, 2016

Office of Emergency Management
Homeland Security
715 Summit Avenue
Jersey City, NJ 07303

Attn: Sergeant Greg Kierce
Director OEM

Re: Jersey City 1 Year Genetec Software SMA Renewal & DDN Support for all Jersey City Systems

Thank you for allowing Millennium Communications Group (MCG) the opportunity to address your requirements. We propose to provide all labor and materials required to complete the following:

Jersey City Locations:

Jersey City OEM HLS 715 Summit, Porete, Troy Street, Boonton Res
Jersey City OEM/HLS, Rt 21, Great Notch, Seaview, Riverside Park, Jersey City Town Hall, Command Truck

1 Year Genetec SMA Renewal

- Genetec Advantage for 1 Omnicast Enterprise Camera – 1 year (147 Connections)
- Genetec™ Advantage for 1 AutoVu fixed camera connection – 1 year (2 connections)
- Genetec™ Advantage Flat Rate for 1 Omnicast or Synergis Standard system – 1 year (8 connections)
- Genetec™ Advantage Flat Rate for 1 SV-16 system – 1 year (2 connections)

1 Year Data Direct Networks (DDN) Service & Support

Existing System Equipment Supported

- (1) 6620R2-08FC-4 S2A6620, DUAL-SBB, 12GB-CACHE, 4x
- (1) 601-03SA02-NA SS6000 60-Slot Dual-Port 3Gb/s SAS/SATA enclosure for 3.5" drives. Includes power cables, rail kit and Cable Management Arms; Do not mix with SS7000 enclosures.
- (1) KIT-CBL-6620E Cable kit to expand S2A6620 unit with additional SS6000 enclosure for total of 120 drive slots
- (81) 6K-3T6TX3QJ 3TB 7,200 RPM 6Gb/s SATA drive module for SS6000 enclosure with SAS Interposer
- (2) I-239-2EFC8 QLogic LightPulse LPe12002 dual-channel multi-mode optical PCI-Express HBA, LC connector - includes 2x HSR-807-SFP
- (4) CR-LC-LC-5 LC-LC FC cable optical to storage RoHS (5 Meter)

SERVICE AND SUPPORT

- (1) SUP-BSPO-1 Basic Parts Only Support; storage systems, storage servers, disk drives and accessories; 7x24 remote support; parts only; replacement parts onsite NBD; does not include SW support for apps or file systems; annual pricing
- (1) SVS-HCHECK-5-H One day health check for any DDN storage platform up to 5 enclosures; no Business Continuity/Disaster Recovery; T&E included; for countries: US, CA, AU, JP, NZ, CH, NO, SE, DK.

Total Year 1 Option Genetec & DDN: \$26,360.00



One point of contact.
Endless Possibilities.

SPIN #14307774
Federal GSA FGS-35F-0220R
NJ WSCA 04753 / 74580
HCSO TEC #01 / TEC #02

Sincerely,

Keith P Burkhard

Keith P Burkhard

Manager, Security & Surveillance

Standard Terms & Conditions

NJ Sales tax is not included. Customer to provide appropriate tax exempt certificate. All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 30 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

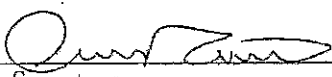
Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event

Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of

1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.


Signature

W KIERCE
Print Name

DIRECTOR
Title

8/23/16
Date

Please fax to (973) 503- 0111.



APPROVED

8/15

[illegible]

GSA Project Estimate: Jersey City OEM
Automatic 1 year warranty on equipment & workmanship

Estimate Number GSA GS-35F-0220R

Date: 8/23/2016

<input type="checkbox"/>	Individual Order
<input type="checkbox"/>	Blanket Order

[illegible]

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.682
Agenda No. 10.X
Approved: OCT 12 2016
TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO BORTEK INDUSTRIES, INC. FOR THE PURCHASE AND DELIVERY OF A MECHANICAL STREET SWEEPER THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM FOR THE DEPARTMENT OF PUBLIC WORKS (SANITATION DIVISION)

COUNCIL AS A WHOLE, offered and moved adoption of the following resolution:

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Houston-Galveston Area Council Cooperative Purchasing is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the Department of Public Works, Division of Sanitation need a mechanical street sweeper; and

WHEREAS, Resolution 13.769 approved on November 13, 2013 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the Houston-Galveston Area Council Cooperative Purchasing Program; and

WHEREAS, the Department of Public Works, Division of Sanitation wishes to purchase a mechanical street sweeper from Bortek Industries Inc., 4713 Gettysburg Road, Mechanicsburg, Pennsylvania 17055; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, these funds are available for this expenditure in accordance with the requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Bortek Industries Inc.'s proposal to purchase a mechanical street sweeper be accepted and a contract in the amount of \$217,525.63 is awarded to Bortek Industries Inc.;
2. This contract is awarded pursuant to N.J.S.A. 52:34-6.2; and
3. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;

(Continued on page 2)

City Clerk File No. Res. 16.682Agenda No. 10.X OCT 12 2016

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO BORTEK INDUSTRIES, INC. FOR THE PURCHASE AND DELIVERY OF A MECHANICAL STREET SWEEPER THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM FOR THE DEPARTMENT OF PUBLIC WORKS (SANITATION DIVISION)

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Capital Acct. #: 04-215-55-124-990

PO #: 122457

Amount: \$157,429.63

Capital Acct. #: 04-215-55-124-991

PO #: 122456

Amount: \$ 60,096.00

Total: \$217,525.63

APPROVED:

Peter Folgado, Director of Purchasing,
QPA, RPPO

Date

9/29/16

PF/pv
9/23/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO BORTEK INDUSTRIES, INC. FOR THE PURCHASE AND DELIVERY OF A MECHANICAL STREET SWEEPER THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM FOR THE DEPARTMENT OF PUBLIC WORKS (SANITATION DIVISION).

Project Manager

Department/Division	DPW	Sanitation
Name/Title	Frank Lamparelli	Sanitation Director
Phone/email	201-547-4400	flamparelli@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to:

- ✦ To purchase a mechanical street sweeper.
- ✦ One (1) Bortek, Global M3 model.
- ✦ Primarily be used for street sweeping throughout the entire city.
- ✦ Some of the features include high visibility cab, 69 DBA in cab noise level, tuff-grip disposable gutter broom segments, front spray bar, etc.

Cost (Identify all sources and amounts)**DPW Equipment Capital Accounts**

1. 04-215-55-124-991 for \$60,096.00
2. 04-215-55-124-990 for \$157,429.63

Total cost is \$217,525.63

Contract term (include all proposed renewals)

One time purchase.

Type of award

If "Other Exception", enter type
Additional Information

HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM.

I certify that all the facts presented herein are accurate.

Signature of Department Director *Salvatore Bayona*

Date

9/23/16

Signature of Purchasing Director *777*

Date

9/27/16



CITY OF JERSEY CITY
394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
122456

REQUISITION # 0176176
BUYER COOP-RESO

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

DATE: 09/23/2016
VENDOR NO: BO076860SB

VENDOR INFORMATION

BORTEK INDUSTRIES, INC
4713 GETTYSBURG ROAD

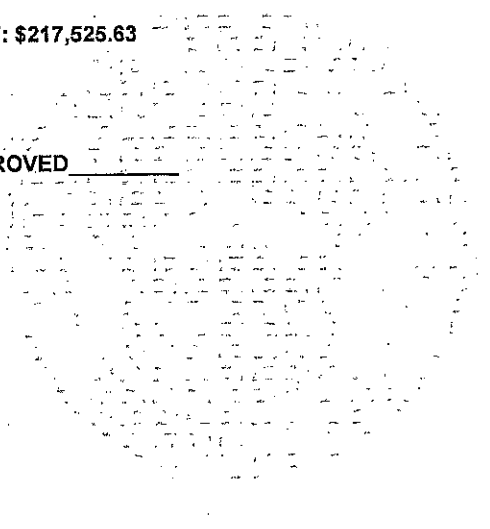
MECHANICSBURG PA 17055



DELIVER TO
SANITATION
13-15 LINDEN AVENUE EAST

JERSEY CITY NJ 07305

BILL TO
SANITATION
13-15 LINDEN AVENUE EAST
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	SWEeper - PO #2 BAL OF: \$60.096. ON THIS REQ 0176176, PO _____ \$157,429.63 ON REQ. 0176177, PO _____ FOR A TOTAL CONTRACT OF: \$217,525.63 HGAC CONTRACT: SW04-16 COOP-RESO _____, APPROVED _____ 	04-215-55-124-991	60,096.0000	60,096.00

TAX EXEMPTION NO. 22-6002013

PO Total 60,096.00

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS



CITY OF JERSEY CITY
394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
122457

REQUISITION # 0176177
BUYER COOP-RESO

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

DATE 09/23/2016 VENDOR NO. BO076860SB

VENDOR INFORMATION

BORTEK INDUSTRIES, INC
4713 GETTYSBURG ROAD
MECHANICSBURG PA 17055



DELIVER TO
SANITATION
13-15 LINDEN AVENUE EAST

JERSEY CITY NJ 07305
BILL TO
SANITATION
13-15 LINDEN AVENUE EAST
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	GLOBAL M3 MECHANICAL BROOM STREET SWEEPER: \$169,919.38 OPTIONS: \$44,706.25 PREP & DELIVERY: \$2,900.00 AMOUNT ON REQ 0176176, PO _____: \$60,096.00 AMOUNT ON REQ 0176177, PO _____: \$157,429.63 TOTAL: \$217,525.63 HGAC CONTRACT NO. SW04-16 COOP-RESO _____, APPROVED _____	04-215-55-124-990	157,429.6300	157,429.63

TAX EXEMPTION NO. 22-6002013

PO Total 157,429.63

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0802267 FOR BORTEK INDUSTRIES INC IS VALID.

Requisition #

0176177

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor
BORTEK INDUSTRIES, INC
4713 GETTYSBURG ROAD
MECHANICSBURG PA 17055

Dept. Bill To
SANITATION
13-15 LINDEN AVENUE EAST

JERSEY CITY

Dept. Ship To
SANITATION
13-15 LINDEN AVENUE EAST
JERSEY CITY NJ 07305

BO076860SB

Contact Info
Frank Lamparelli
015474400.



Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	GLOBAL M3 MECHANICAL	0421555124990040	157,429.63	157,429.63

BROOM STREET SWEEPER: \$169,919.38

OPTIONS: \$44,706.25

PREP & DELIVERY: \$2,900.00

AMOUNT ON REQ 0176176, PO _____: \$60,096.00

AMOUNT ON REQ 0176177, PO _____: \$157,429.63

TOTAL: \$217,525.63

HGAC CONTRACT NO. SW04-16

COOP-RESO _____, APPROVED _____

Requisition Total 157,429.63

Req. Date: 09/23/2016

Requested By: BAIJNAUTHS

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

Requisition #

0176176

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor
BORTEK INDUSTRIES, INC
4713 GETTYSBURG ROAD
MECHANICSBURG PA 17055

Dept. Bill To
SANITATION
13-15 LINDEN AVENUE EAST

JERSEY CITY

Dept. Ship To
SANITATION
13-15 LINDEN AVENUE EAST
JERSEY CITY NJ 07305

BO076860SB

Contact Info
Frank Lamparelli
015474400.



Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	SWEEPER - PO #2	0421555124991040	60,096.00	60,096.00

BAL OF: \$60.096. ON THIS REQ 0176176, PO _____

\$157,429.63 ON REQ. 0176177, PO _____

FOR A TOTAL CONTRACT OF: \$217,525.63

HGAC CONTRACT: SW04-16

COOP-RESO _____, APPROVED _____

Requisition Total 60,096.00

Req. Date: 09/23/2016

Requested By: BAIJNAUTHS

Buyer Id:

Approved By: _____

This Is Not A Purchase Order



EQUIPMENT PROPOSAL

08/19/16

Proposal #: Q0044203

Prepared for:

FRANK LAMPARELLI

CITY OF JERSEY CITY

13-15 LINDEN AVENUE EAST

JERSEY CITY, NJ 07305

Prepared by:

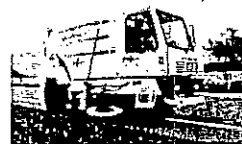
JEFF BOARMAN

4713 OLD GETTYSBURG ROAD

MECHANICSBURG, PA 17055

jeffb@bortekindustries.com

717-554-3967



Machine: Base Price \$ 169,919.38

GM3: GLOBAL M3 MECHANICAL BROOM STREET SWEEPER

Standard Equipment Includes

- HIGH VISIBILITY CAB (GLASS ENTRY DOOR INCLUDED)
- 69 DBA IN-CAB NOISE LEVEL
- TUF-GRIP DISPOSABLE GUTTER BROOM SEGMENTS
- ERGO SWITCH
- LED STOP/TAIL LIGHTS, CLEARANCE LIGHTS
- 220 GAL POLYETHYLENE WATER TANK
- LOW WATER LEVEL LIGHT IN CAB
- REAR VIEW CAMERA STANDARD
- 12.5' TURNING RADIUS WITH FRONT SUSPENSION
- 5.6 CU YD HOPPER
- PM10 HIGH QUALITY PICK UP BROOM
- FRONT SPRAY BAR
- 15' HYDRANT HOSE WITH COUPLING & WRENCH
- LED GUTTER BROOM SPOTLIGHTS
- 11 - FLIGHT ELEVATOR SYSTEM
- ELECTRICAL SYSTEMS LOCKER
- IN-CAB GUTTER BROOM PRESSURE ADJUSTMENT
- HOPPER DUMP ALARM
- SPEEDOMETER, TACHOMETER & HOURMETER
- MANUAL SAFETY PROPS
- GUTTER & PICKUP BROOM WATER SPRAY JETS
- CAB CONTROLLED LEAF GATE SYSTEM
- 2 YEAR ELEVATOR SPROCKET WARRANTY
- FENDER MOUNTED TOOL BOX

Options

G323150 ELEVATOR & HOPPER FLUSHER (ILO S 322456)	\$	1,400.00	Qty: 1
G323753 GB SPEED CONTROL	\$	1,087.50	Qty: 1
G247011 DUAL GB TILT (ILOS 2-323742)	\$	4,175.00	Qty: 1
G325256 AM/FM RADIO W/ CD WITH AUX & U SB PORTS (ILOS 353605NY)	\$	525.00	Qty: 1
G323035 AUX. POWER SOURCE + 323034 CAP	\$	156.25	Qty: 1
G318805 SEAT HIGH BACK AIR GRAY (ILOS 317052)	\$	925.00	Qty: 1
G324981 HEATED & REMOTE CONTROLLED MIRRORS WITH HEAVY DUTY BRACKETS	\$	1,500.00	Qty: 1
G325221 ARROWSTICK (LED)	\$	1,500.00	Qty: 1
G326844 CAB STROBE (LED)	\$	387.50	Qty: 1
G325514 LIMB GUARD (CAB BEACON/STROBE)	\$	237.50	Qty: 1
G316609 IN-CAB WATER TANK GAUGE	\$	437.50	Qty: 1
G329822 REMOTE GREASE BLOCK - 9 POSITIONS	\$	1,500.00	Qty: 1
GM3HOPSIDE HOPPER LOADING SYSTEM WITH SIDE ACCESS DOOR	\$	4,750.00	Qty: 1
G329496 ARTICULATING FRONT BRUSH OPTION	\$	26,125.00	Qty: 1

Options Total:

\$ 44,706.25

Prep and

Delivery:

\$ 2,900.00

Total with

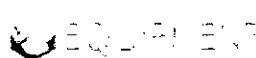
Options:

\$ 217,525.63

STOCK UNIT

Print Name:

Signature:



Call toll free
800.6.BORTEK

BORTEKINDUSTRIES.COM

FORM-D: Base Unit Offered Prices			Invitation No.:	SW04-16
Offeror Name:				
<p>Note: Offeror shall not modify this form in any way other than inputting company name and pricing. All products listed below are to be considered as Base Units for purposes of this Invitation and any subsequent contract. Offeror shall determine which models to bid and fill in the H-GAC bid price in the appropriate cell. Additionally, Offeror shall bid a compressive list of manufacturer options (and if a normally a component, cab-chassis) on <u>Form-E</u>. Unless shown otherwise on this or any other H-GAC specification document, all models shall be priced herein to include the manufacturer standard components and be functional sweepers as priced (less chassis on commercial chassis-mounted designs). NOTE: All sweeper bodies designed for mounting on commercial cab-chassis shall be priced on this form as inclusive of mounting costs, but exclusive of cab-chassis. By submittal of pricing on this form, Offeror attests to this. Offeror shall refer to Section-B for more details.</p>				
H-GAC Product Code	Manufacturer	Base Unit Model & Description	Offered Price, in Whole Dollars	
A: Street Sweepers: Purpose Built/Custom Chassis				
AA01	Elgin	Pelican-NP: 3-wheel mechanical sweeper; engine: Deere 4045T diesel, 74 hp (EPA tier 4f); hopper: 3.5 cu. yds; water tank: 220 gallons; standard sweep path, max: 120"		
AA02	Elgin	Pelican-NR: 3-wheel mechanical waterless sweeper; engine: Deere 4045T diesel, 74 hp (EPA tier 4f); hopper: 3.5 cu. yds variable height dump; standard sweep path, max: 120"; dust control skirts, dust extraction fan, filtered air		
AB01	Global Sweeping	M3: 3-wheel mechanical sweeper; center-forward cab; REAR DUMP; engine: Deere 4045D diesel, 115 hp; hopper: 5.6 cu yds; water tank: 220 gallons; standard path, max: 125"		
AB02	Global Sweeping	M4HSD: 4-wheel mechanical sweeper; Center Steer; RH or LH Dump; engine: Cummins ISB 280, hopper: 5.0 cu yds; water tank: 280 gallons; standard path, max: 125"		
AB03	Global Sweeping	M4: 4-wheel mechanical sweeper; center-forward cab; REAR DUMP; engine: Cummins diesel, 280 hp; hopper: 5.6 cu yds; water tank: 250 gallons; standard path, max: 125"		
AB04	Global Sweeping	M4 Electric Hybrid: 4-wheel mechanical sweeper; center-forward cab; engine: Cummins diesel with generator-lithium ion battery system; hopper: 5.6 cu yds; water tank: 250 gallons; standard path, max: 125"		
AB05	Global Sweeping	R3: 3-wheel regenerative air Sweeper; center foreard cab; engine: Isuzu Tier IV Final 180HP, hopper: 6 cu. Yds; water tank: 230 gallons; standard path: 125"		
AC01	Johnston	C201: 4-wheel compact vacuum sweeper; VMI diesel, 84 hp; hopper: 2.3 cu yds; water tank: 66 gallons; standard path, max: 120"		
B: Street Sweepers: Commercial Cab-Chassis Mount Design				
BA01	Elgin	Eagle F: mechanical broom sweeper; auxiliary engine: Cummins diesel, 74 hp (EPA tier 4f); hopper: 4.5 cu. Yds; variable height dump; water tank: 280 gallons; standard sweep path, max: 120"		
BA02	Elgin	Eagle FW: mechanical broom waterless sweeper; auxiliary engine: Deere 4045T diesel, 74 hp (EPA tier 4f); hopper: 4.5 cu. Yds; variable height dump; standard sweep path, max: 120"; dust control skirts, dust extraction fan, filtered		
BA03	Elgin	Eagle F-CNG: mechanical broom sweeper; auxiliary engine: GM 3.0L, 68 hp; hopper: 4.5 cu. yds variable height dump; water tank: 280 gallons; standard sweep path, max: 120"		
BA04	Elgin	Broom Badger: mechanical sweeper; auxiliary engine Kubota 59 hp diesel (EPA tier 4f); hopper: 4 cubic yards; variable height dump; water tank: 220 gallons; standard sweep path, max 114"		

Silendra Baijnauth

From: Frank Lamparelli
Sent: Thursday, September 22, 2016 2:36 PM
To: Silendra Baijnauth
Subject: RE: Dulevo and Global Street Sweepers

Danny we want to go forward with one global machine which is under the coop. We have to go out to bid for the other machine (delevo).

Sent from my Verizon 4G LTE smartphone

----- Original message -----

From: Silendra Baijnauth <BaijnauthS@icnj.org>
Date: 9/14/16 10:23 AM (GMT-05:00)
To: Frank Lamparelli <FLamparelli@icnj.org>, Martin Valenti <MValenti@icnj.org>, Jeffrey Dublin <JDublin@icnj.org>
Cc: Mark Redfield <markr@icnj.org>, Hector Ortiz <OrtizH@icnj.org>
Subject: FW: Dulevo and Global Street Sweepers

Silendra Bajnauth

From: Patricia Vega
Sent: Wednesday, September 14, 2016 9:48 AM
To: Silendra Bajnauth; Hector Ortiz
Subject: FW: Dulevo and Global Street Sweepers

Good morning,

See response from the HGAC Procurement Coordinator.

From: James, Lawanda [<mailto:lawanda.james@h-gac.com>]
Sent: Monday, September 12, 2016 2:36 PM
To: Patricia Vega
Subject: RE: Dulevo and Global Street Sweepers

Patricia,

only see Global brand under HGACBuy contract with Bortek. Here the link:

<http://www.hgacbuy.com/products/publicworks/sweeping-equipment-sw04-16.aspx>

La Wanda James

HGACBuy
Procurement Coordinator
Cooperative Purchasing
713.993.4536

From: Patricia Vega [<mailto:VegaP@icnj.org>]
Sent: Monday, September 12, 2016 9:20 AM
To: James, Lawanda <lawanda.james@h-gac.com>
Cc: Silendra Bajnauth <BajnauthS@icnj.org>
Subject: Dulevo and Global Street Sweepers
Importance: High

Good morning!

Can you please help? I'd like to know if Dulevo and Global brand street sweepers are under the HGAC contract with Bortek.

Thank you!

Patricia M. Vega

CITY OF JERSEY CITY
DIVISION OF PURCHASING
394 Central Avenue, 3rd Floor
Jersey City, NJ 07307
e-mail: vegap@icnj.org



[Click Here for City of Jersey City Website](#)

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.683
Agenda No. 10.Y
Approved: OCT 12 2016
TITLE:



**RESOLUTION EXTENDING AN EMERGENCY OPEN-END CONTRACT
WITH LINCOLN RECYCLING LLC TO DISPOSE OF VARIOUS TYPES
OF WASTE AND RECYCLING MATERIALS ON A MONTH-TO-
MONTH BASIS NOT TO EXCEED THREE MONTHS EFFECTIVE
OCTOBER 1, 2016 FOR THE DEPARTMENT OF PUBLIC WORKS,
DIVISION OF DIRECTOR'S OFFICE**

Council offered and moved adoption of the following Resolution:

WHEREAS, Ordinance 15.104 approved on August 19, 2015 authorized the dissolution of the Jersey City Incinerator Authority (JCIA) and the assumption of its functions and employees by the City of Jersey City's (City) Department of Public Works; and

WHEREAS, the JCIA ceased business operations at the close of business on April 1, 2016; and

WHEREAS, the JCIA had a contract with Lincoln Recycling, LLC, 4711 Dell Avenue, North Bergen, NJ 07047 ("Lincoln Recycling") that had expired to dispose of various waste and recycling materials such as street sweeping debris, tree stumps, wood chips, tires, mattresses, and Christmas trees; and

WHEREAS, the City assumed the responsibilities of the JCIA when it dissolved; and

WHEREAS, Resolution 16.234, approved on April 13, 2016 by the City Council, awarded an emergency contract to Lincoln Recycling so that the disposal of waste and recycling materials would continue while the City prepared bid specifications and advertised for bids for a new contract; and

WHEREAS, Resolution 16.234 awarded Lincoln Recycling a month-to-month contract not to exceed three months effective as of April 1, 2016 to June 30, 2016 for a total contract amount not to exceed \$120,000.00; and

WHEREAS, Resolution 16.479, approved on July 13, 2016 awarded Lincoln Recycling a month-to-month contract not to exceed three months effective as of July 1, 2016 to September 30, 2016 for a total contract amount not to exceed \$80,000.00; and

WHEREAS, it is necessary to extend the emergency contract with Lincoln Recycling on a month-to-month basis not to exceed three months while the City completes the bid specification and advertises for bids for a new contract for the disposal of waste and recycling materials; and

WHEREAS, the Director of Public Works has notified the Purchasing Agent that an emergency exists because of the need to continue the disposal of certain categories of City waste and recycling materials without interruption in order to promote the public health, safety, and welfare, as outlined in the attached certification; and

WHEREAS, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, it is not necessary to encumber additional funds for this contract extension because all of the funds encumbered for the last extension have not been expended; and

(Continued on page 2)

City Clerk File No. Res. 16.683
 Agenda No. 10.Y OCT 12 2016

TITLE:

RESOLUTION EXTENDING AN EMERGENCY OPEN-END CONTRACT WITH LINCOLN RECYCLING LLC TO DISPOSE OF VARIOUS TYPES OF WASTE AND RECYCLING MATERIALS ON A MONTH-TO-MONTH BASIS NOT TO EXCEED THREE MONTHS EFFECTIVE OCTOBER 1, 2016 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF DIRECTOR'S OFFICE

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) Because of the above stated reasons which are incorporated herein, an emergency contract award to Lincoln Recycling, LLC made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to dispose of various types of waste and recycling materials is hereby extended;
- 2) The term of the extension contract shall be effective October 1, 2016 and shall continue on a month-to-month basis not to exceed three months;
- 3) Additional funds do not need to be encumbered because all of the funds encumbered for the last contract extension have not been expended;
- 4) The Director of the Department of Public Works shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;
- 5) The purchasing agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and
- 6) The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution; and
- 7) The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract.

I, Donna Mauer, Donna Mauer, as Chief Financial Officer hereby certify that these funds are available in Director's Office Operating Account No. 01-201-26-290-314 for payment of this resolution.

PO # 120612

APPROVED: Mark Redfield
 Mark Redfield, Director of Public Works

APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION EXTENDING AN EMERGENCY OPEN-END CONTRACT WITH LINCOLN RECYCLING LLC TO DISPOSE OF VARIOUS TYPES OF WASTE AND RECYCLING MATERIALS ON A MONTH-TO-MONTH BASIS NOT TO EXCEED THREE MONTHS EFFECTIVE OCTOBER 1, 2016 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF DIRECTOR'S OFFICE.

Project Manager

Department/Division	DPW	Director's Office
Name/Title	Hector Ortiz	Asst. DPW / Automotive Director
Phone/email	201-547-4423	ortizh@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to provide:

- ✦ Ordinance 15.104 approved on August 19, 2015 authorized the dissolution of the Jersey City Incinerator Authority (JCIA) and the assumption of its functions and employees by the City of Jersey City's (City) Department of Public Works.
- ✦ The JCIA ceased business operations at the close of business on April 1, 2016.
- ✦ The JCIA had a contract with Lincoln Recycling, LLC, 4711 Dell Avenue, North Bergen, NJ 07047 ("Lincoln Recycling") that had expired to dispose of various waste and recycling materials such as street sweeping debris, tree stumps, wood chips, tires, mattresses, and Christmas trees.
- ✦ Resolution 16.479, approved on July 13, 2016 awarded Lincoln Recycling a month-to-month contract not to exceed three months effective as of July 1, 2016 to September 30, 2016 for a total contract amount not to exceed \$80,000.00.
- ✦ It is necessary to extend the emergency contract with Lincoln Recycling on a month-to-month basis not to exceed three months while the City completes the bid specification and advertises for bids for a new contract for the disposal of waste and recycling materials.
- ✦ It is not necessary to encumber additional funds for this contract extension because all of the funds encumbered for the last extension have not been expended.

Cost (Identify all sources and amounts)

01-201-26-290-314(Dir Off Operating Account)
Total Contract Amount = \$200,000.00
Amount of this extension =\$0.00

Contract term (include all proposed renewals)

10/01/16 to 12/31/16.

Type of award

Contract Extension

If "Other Exception", enter type
Additional Information

Additional funds do not need to be encumbered because all of the funds encumbered for the last contract extension have not been expended.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

9/30/16

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.479
Agenda No. 10.5
Approved: JUL 13 2016
TITLE:



RESOLUTION EXTENDING AN EMERGENCY OPEN-END CONTRACT WITH LINCOLN RECYCLING LLC TO DISPOSE OF VARIOUS TYPES OF WASTE AND RECYCLING MATERIALS ON A MONTH-TO-MONTH BASIS NOT TO EXCEED THREE MONTHS EFFECTIVE JULY 1, 2016 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF DIRECTOR'S OFFICE

Council offered and moved adoption of the following Resolution:

WHEREAS, Ordinance 15.104 approved on August 19, 2015 authorized the dissolution of the Jersey City Incinerator Authority (JCIA) and the assumption of its functions and employees by the City of Jersey City's (City) Department of Public Works; and

WHEREAS, the JCIA ceased business operations at the close of business on April 1, 2016; and

WHEREAS, the JCIA had a contract with Lincoln Recycling, LLC, 4711 Dell Avenue, North Bergen, NJ 07047 ("Lincoln Recycling") that had expired to dispose of various waste and recycling materials such as street sweeping debris, tree stumps, wood chips, tires, mattresses, and Christmas trees; and

WHEREAS, the City assumed the responsibilities of the JCIA when it dissolved; and

WHEREAS, Resolution 16.234, approved on April 13, 2016 by the City Council, awarded an emergency contract to Lincoln Recycling so that the disposal of waste and recycling materials would continue while the City prepared bid specifications and advertised for bids for a new contract; and

WHEREAS, Resolution 16.234 awarded Lincoln Recycling a month-to-month contract not to exceed three months effective as of April 1, 2016 to June 30, 2016 for a total contract amount not to exceed \$120,000.00; and

WHEREAS, it is necessary to extend the emergency contract with Lincoln Recycling on a month-to-month basis not to exceed three months while the City completes the bid specification and advertises for bids for a new contract for the disposal of waste and recycling materials; and

WHEREAS, the Director of Public Works has notified the Purchasing Agent that an emergency exists because of the need to continue the disposal of certain categories of City waste and recycling materials without interruption in order to promote the public health, safety, and welfare, as outlined in the attached certification; and

WHEREAS, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Lincoln Recycling will provide these services for an amount not to exceed \$80,000.00 effective as of July 1, 2016; and

WHEREAS, funds in the amount of \$30,000.00 are available in the in Director's Office Operating Account No. 01-201-26-290-314.

(Continued on page 2)

PO # 120612

City Clerk File No. Res. 16,479
 Agenda No. 10.5 JUL 13 2016

TITLE:

RESOLUTION EXTENDING AN EMERGENCY OPEN-END CONTRACT WITH LINCOLN RECYCLING LLC TO DISPOSE OF VARIOUS TYPES OF WASTE AND RECYCLING MATERIALS ON A MONTH-TO-MONTH BASIS NOT TO EXCEED THREE MONTHS EFFECTIVE JULY 1, 2016 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF DIRECTOR'S OFFICE

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) Because of the above stated reasons which are incorporated herein, an emergency contract award to Lincoln Recycling, LLC made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to dispose of various types of waste and recycling materials is hereby extended;
- 2) The term of the extension contract shall be effective July 1, 2016 and shall continue on a month-to-month basis not to exceed three months;
- 3) The total cost of the extension contract shall not exceed \$80,000.00;
- 4) The Director of the Department of Public Works shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;
- 5) The purchasing agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and
- 6) The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution; and
- 7) The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract.

I, Donna Maurer, Donna Maurer, as Chief Financial Officer hereby certify that these funds are available in Director's Office Operating Account No. 01-201-26-290-314 for payment of this resolution.

PO # 120612

APPROVED: 7/11/16

Mark Redfield, Director of Public Works

APPROVED: 7/11/16

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	ABSENT			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Roberto R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

FILE

PC # 120612.

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Spvg. Adm. Analyst, Public Agency Compliance Officer
Department of Administration
Office of Tax Abatement & Compliance
13-15 Linden Avenue East
Jersey City NJ 07305
Tel. #201-547- 4538
E-mail Address: abuanJ@jcnj.org

AUG 26 AM 9:00

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): JAMES FRANCESCO - VICE PRESIDENT

Representative's Signature: [Signature]

Name of Company: LINCOLN RECYCLING SERVICES, LLC

Tel. No.: 201-974-2962 Date: 8/15/16

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: JAMES FRANCESCO - VICE PRESIDENT

Representative's Signature: _____

Name of Company: LINCOLN RECOVERY SERVICES, LLC

Tel. No.: 201-974-2962

Date: 8/15/16

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: LINCOLN RECYCLING SERVICES, LLC

Address: 4711 DELL AVE, NORTH BENDON, NJ 07047

Telephone No.: 201-974-2962

Contact Name: JAMES FRANCESCO

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 20
4. COMPANY NAME Lincoln Recycling Services LLC		
5. STREET 4711 DELL AVE.	CITY NORTH BERGEN	COUNTY HUDSON
	STATE NJ	ZIP CODE 07047
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) NONE		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY		COUNTY
STATE		ZIP CODE

Official Use Only	DATE RECEIVED	IN AUG. DATE	ASSIGNED CERTIFICATION NUMBER

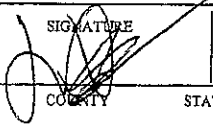
SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	2	2			2								
Professionals	3	3						3					
Technicians	1	1						1					
Sales Workers													
Office & Clerical	2	1	1					1	1				
Craftworkers (Skilled)	3	3			3								
Operatives (Semi-skilled)	1	1			1								
Laborers (Unskilled)	8	8			8								
Service Workers													
TOTAL	20	19	1										
Total employment From previous Report (If any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 08/01/16 To: 08/07/16		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) JAMES FRANCESCO	SIGNATURE 	TITLE Vice-President	DATE MO DAY YEAR 08 15 16
17. ADDRESS NO. & STREET 4711 DELL AVENUE	CITY NORTH BERGEN	COUNTY HUDSON	STATE NJ
	ZIP CODE 07047	PHONE (AREA CODE, NO., EXTENSION) 201 - 974 - 2962	

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: LINCOLN RECYCLING SERVICES, LLC

Trade Name:

Address: 4711 DELL AVENUE
NORTH BERGEN, NJ 07047-2815

Certificate Number: 1827842

Effective Date: October 11, 2013

Date of Issuance: August 22, 2016

For Office Use Only:

20160822154125322

Silendra Baijnauth

From: Raymond Reddington
Sent: Thursday, September 29, 2016 2:40 PM
To: Silendra Baijnauth
Subject: RE: Emailing: Amending reso for Lincoln Recycling by Lincoln Recycling.doc

Looks okay.

-----Original Message-----

From: Silendra Baijnauth
Sent: Thursday, September 29, 2016 2:37 PM
To: Raymond Reddington
Subject: RE: Emailing: Amending reso for Lincoln Recycling by Lincoln Recycling.doc

Please see attached.

-----Original Message-----

From: Raymond Reddington
Sent: Thursday, September 29, 2016 2:33 PM
To: Silendra Baijnauth
Subject: RE: Emailing: Amending reso for Lincoln Recycling by Lincoln Recycling.doc

Under no. 3 on page, insert the word funds.

-----Original Message-----

From: Silendra Baijnauth
Sent: Thursday, September 29, 2016 2:11 PM
To: Raymond Reddington
Subject: RE: Emailing: Amending reso for Lincoln Recycling by Lincoln Recycling.doc

Please see attached.

-----Original Message-----

From: Raymond Reddington
Sent: Thursday, September 29, 2016 1:55 PM
To: Silendra Baijnauth
Subject: RE: Emailing: Amending reso for Lincoln Recycling by Lincoln Recycling.doc

Please see attached copy of resolution for changes.

-----Original Message-----

From: Silendra Baijnauth
Sent: Thursday, September 29, 2016 11:25 AM
To: Raymond Reddington
Subject: RE: Emailing: Amending reso for Lincoln Recycling by Lincoln Recycling.doc

Good Morning Sir,
Please see attached .
Thanks

-----Original Message-----

From: Raymond Reddington
Sent: Thursday, September 29, 2016 10:58 AM
To: Silendra Baijnauth
Subject: RE: Emailing: Amending reso for Lincoln Recycling by Lincoln Recycling.doc

Please see attached copy of resolution for my comments.

-----Original Message-----

From: Silendra Baijnauth
Sent: Tuesday, September 27, 2016 12:29 PM
To: Raymond Reddington
Subject: Emailing: Amending reso for Lincoln Recycling by Lincoln Recycling.doc

Mr. Reddington,
Please see attached for a contract extension. Kindly note, anything that is highlighted are the only changes I made from the last resolution a few months ago. With the extension of this contract, it does not increase the amount of the contract.

Thanks

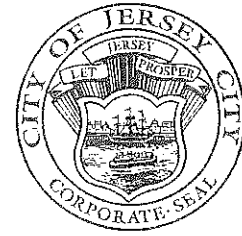
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.684

Agenda No. 10.Z

Approved: OCT 12 2016

TITLE:



RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF O'DONNELL MCCORD, P.C. TO SERVE AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 16-151 on March 9, 2016 amending and reauthorizing a professional services agreement with the law firm of O'Donnell McCord, P.C., 15 Mount Kemble Avenue, Morristown, NJ 07960 as Special Counsel to represent the City of Jersey City in pending Tax Appeals; and

WHEREAS, the firm of O'Donnell McCord, P.C. agreed to provide these services at an hourly rate of **\$150.00** per hour, including expenses, for a total amount not to exceed **\$100,000**; and

WHEREAS, O'Donnell McCord, P.C. possesses the skills and expertise to perform these services; and

WHEREAS, N.J.S.A. 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, in September 2016, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under Pay-to-Play Law; and

WHEREAS, O'Donnell McCord, P.C. Submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, O'Donnell McCord, P.C. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for the cost of these services in Account No.: **16-14-298-56-000-856**; and

NOW THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:


1. The contract with O'Donnell McCord, P.C. is hereby awarded for a total amount not to exceed **\$100,000**, including expenses.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. The Mayor or Business Administrator is reauthorized to execute a professional services Agreement attached hereto with the law firm of O'Donnell and McCord to serve as Special Counsel to represent the City of Jersey City in Tax Appeals.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

City Clerk File No. Res. 16.684Agenda No. 10.2 OCT 12 2016

TITLE:

**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH
THE LAW FIRM OF O'DONNELL MCCORD, P.C. TO SERVE AS SPECIAL
COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS**

I hereby certify that there are sufficient funds available in Account No.: 16-14-298-56-000-856
for payment of this resolution



Matthew Hogan, Risk Manager

igp
9/29/16

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation CounselCertification Required ☐Not Required ☐**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		


✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



Rolando R. Lavarro, President of Council



Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF O'DONNELL MCCORD, P.C. TO SERVE AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The City is reentering into a contract with O'Donnell McCord, P.C. to represent the City of Jersey City to provide legal services for Tax Appeals for another year.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

IFC
16-14-298-56-000-856

One Year

Type of award

Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Outside Counsel Agreement

This Agreement dated the ____ day of _____, 2016 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and O'Donnell McCord, P.C., 15 Mount Kemble Avenue, Morristown, New Jersey 07960, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *City of Jersey City Tax Appeals*.

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$100,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)

- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental

- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is

compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of

termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

O'Donnell McCord, P.C.

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____, (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

Item F. Americans with Disabilities Act

APPENDIX A AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the Jim Finn of O'Donnell (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Mr. Jim Finn, J. O'Donnell, ESQ.
Representative's Signature: [Signature]
Name of Company: O'Donnell MacLeod, PC
Tel. No.: 973 538 1234 Date: July 5, 2016

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.:

Date:

Matthew J. O'Donnell, ESQ.
[Signature]
O'Donnell McLeod, PC
973-538-1230 July 5, 2016

Item G. MWBE Questionnaire (2 Copies)

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : O'Donnell McCord, PC
Address : 15 Mt. Kemble Avenue, Morristown, NJ 07960
Telephone No. : 973-538-1230
Contact Name : Matthew J. O'Donnell, ESQ

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Item L. Certification of Compliance (Ord. 08-128)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY
CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128
ADOPTED ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that O'Donnell McLeod, PC (name of business entity) has not made any reportable contributions in the **one-year period preceding 2015 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract O'Donnell McLeod, PC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity will be liable for any penalty permitted under law.

Name of Business Entity:

Signed

Print Name

Matthew J. O'Donnell

Title:

Date:

CEO

JULY 5, 2016

Subscribed and sworn before me

this 5 day of July, 2016.

My Commission expires:

Matthew J. O'Donnell, Esq.
(Affiant)

(Print name & title of affiant)

(Corporate Seal)

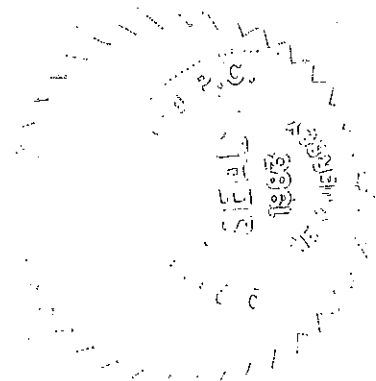
Matthew J. O'Donnell, Esq., CEO

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a

ELIZABETH ALVARADO

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires 1/7/2019





STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: O'DONNELL MCCORD, P.C.
Trade Name:
Address: 15 MOUNT KEMBLE AVE
MORRISTOWN, NJ 07960-8610
Certificate Number: 0478342
Effective Date: September 29, 1983
Date of Issuance: May 31, 2016

For Office Use Only:

20160531134647042

Certification 37018

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUN-2012 to 15-JUN-2019

O'DONNELL MC CORD, P.C.
15 MOUNT KEMBLE AVENUE
MORRISTOWN NJ 07960



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.685
Agenda No. 10.Z.1
Approved: OCT 12 2016
TITLE:



RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE FIRM OF SHAIN, SCHAFER & RAFANELLO, ESQS. TO PROVIDE LEGAL SERVICES TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF REALTY APPRAISAL COMPANY v. CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 16-402 on June 15, 2016 amending and reauthorizing a professional services agreement with the law firm of Shain, Schaffer & Raffanello, Esqs., 150 Morristown Road, Suite 105, Bernardsville, NJ 07924 as Special Counsel to represent the City of Jersey City in the matter of Realty Appraisal Company v. City of Jersey City; and

WHEREAS, the City of Jersey City was named in a complaint alleging that the City of Jersey City owes payment for work it completed on tax revaluations; and

WHEREAS, the firm of Shain, Schaffer & Rafanello, Esqs. agreed to perform these services at the same rate of **\$150.00 per hour** for a total amount not to exceed **\$50,000**, including expenses; and

WHEREAS, Shain, Schaffer & Rafanello, Esqs, possesses the skills and expertise to perform these services; and

WHEREAS, N.J.S.A.40A:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, in September 2016, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under Pay-to-Play Law; and

WHEREAS, Shain, Schaffer & Rafanello, Esqs. Submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, Shain, Schaffer & Rafanello, Esqs. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for the cost of these services in Account No.: **16-14-298-56-000-856**; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The contract with Shain, Schaffer & Rafanello, Esqs. is hereby awarded for one year, for a total amount of **\$50,000**, including expenses.
2. This contract award shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

City Clerk File No. Res. 16.685Agenda No. 10.7.1 OCT 12 2016

TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE FIRM OF SHAIN, SCHAFER & RAFANELLO, ESQS. TO PROVIDE LEGAL SERVICES TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF REALTY APPRAISAL COMPANY v. CITY OF JERSEY CITY

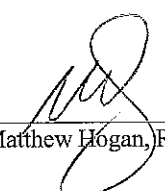
3. This agreement is awarded without competitive bidding, as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

4. A copy of the resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

5. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

6. The Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in **Account No.: 16-14-298-56-000-856** for payment of this resolution


Matthew Hogan, Risk Manager

:lgr
9/29/16

APPROVED: 

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐


APPROVED 7-2

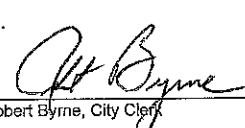
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE FIRM OF SHAIN, SCHAFFER & RAFANELLO, ESQS. TO PROVIDE LEGAL SERVICES TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF REALTY APPRAISAL COMPANY v. CITY OF JERSEY CITY

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

This is a continuation of a contract for representation pertaining to a Complaint filed by Realty Appraisal Company against the City of Jersey City, therefore the City is retaining this firm.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

IFC
16-14-298-56-000-856

One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Outside Counsel Agreement

This Agreement dated the ____ day of _____, 2016 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Shain, Schaffer & Rafanello, P.C., 150 Morristown Road, Suite 105, Bernardsville, New Jersey 07924, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Realty Appraisal Company v. City of Jersey City*.

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not

pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$50,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)

- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental

- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the

public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

Shain, Schaffer & Rafanello

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____, (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

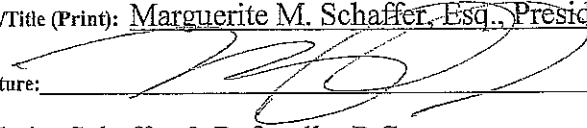
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Marguerite M. Schaffer, Esq., President

Representative's Signature: 

Name of Company: Shain, Schaffer & Rafanello, P.C.

Tel. No: (908) 953-9300

Date: July 15, 2016

Item F. Americans with Disabilities Act

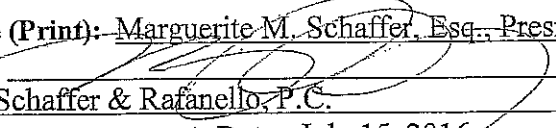
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): Marguerite M. Schaffer, Esq., President/Managing Principal
Representative's Signature: 
Name of Company: Shain, Schaffer & Rafanello, P.C.
Tel. No: (908) 953-9300 **Date:** July 15, 2016

Item D.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

☐ (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

☐ (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

☐ (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. The successful vendor(s) must submit copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Shain, Schaffer & Rafanello, P.C.

SIGNATURE: 

DATE: July 15, 2016

PRINT NAME: Marguerite M Schaffer, Esq.

TITLE: President and
Managing Principal

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Shain, Schaffer & Rafanello, P.C.
Address : 150 Morristown Road, Suite 105, Bernardsville, New Jersey 07924
Telephone No. : (908) 953-9300
Contact Name : Marguerite M. Schaffer, Esq.

Please check applicable category:

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☒ Woman Owned Business (WBE) ☐ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa.

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

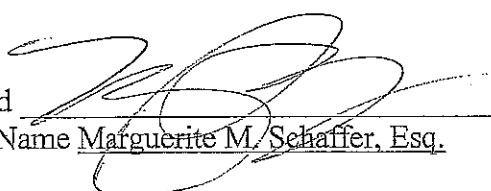
Item L. Certification of Compliance (Ord. 08-128)**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY
CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128
ADOPTED ON SEPTEMBER 3, 2008****PART I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Shain, Schaffer & Rafanello, P.C. (name of business entity) has not made any reportable contributions in the **one-year period preceding July 30, 2016 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Shain, Schaffer & Rafanello, P.C. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity will be liable for any penalty permitted under law.

Name of Business Entity: Shain, Schaffer & Rafanello, P.C.

Signed 

Print Name Marguerite M. Schaffer, Esq.

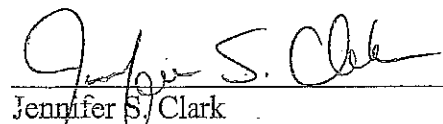
Title: President/Managing Principal

Date: July 15, 2016

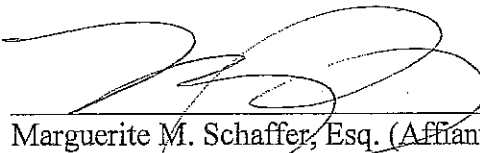
Subscribed and sworn before me

This 15th day of July, 2016.

My Commission expires: 12/27/2019


Jennifer S. Clark

Notary Public, State of New Jersey


Marguerite M. Schaffer, Esq. (Affiant)

President/Managing Principal (Corporate Seal)

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

01/07/10

Taxpayer Identification#

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.



If you have any questions or require more information, feel free to call our Registration Hotline at (609) 292-4444.

I wish you continued success in your business endeavors.

Sincerely,



James J. Friscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 282 TRENTON, NJ 08646-0282	
BUSINESS REGISTRATION CERTIFICATE			
TAXPAYER NAME: SHAIN SCHAFER, RAFANELLO, P.C.		TRADE NAME:	
ADDRESS: 150 MORRISTOWN STE 105 BERNARDSVILLE NJ 07924		SEQUENCE NUMBER: 0557809	
EFFECTIVE DATE: 04/02/86		ISSUANCE DATE: 01/07/10	
			
FORM-BRC		Director New Jersey Division of Revenue	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.			

(01-00) B2000-434

Certification

25054

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

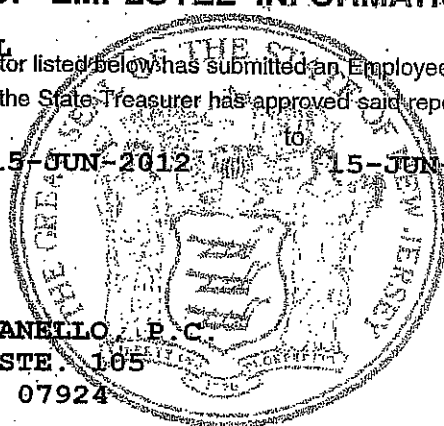
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUN-2012

to

15-JUN-2019

SHAIN, SCHAFER & RAFANELLO, P.C.
150 MORRISTOWN ROAD, STE. 105
BERNARDSVILLE NJ 07924



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

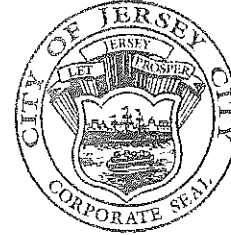
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.686

Agenda No. 10.Z.2

Approved: OCT 12 2016

TITLE:



RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO THE LAW FIRM OF ARLEO & DONOHUE, LLC TO ASSIST AND ADVISE THE CITY OF JERSEY CITY WITH COORDINATING RESPONSES TO INFORMATION REQUESTS RELATED TO THE PORT AUTHORITY

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 15-220 on March 25, 2015 authorizing a professional services agreement with the law firm of Arleo & Donohue, LLC, 622 Eagle Rock Avenue, West Orange, NJ 07052 to assist and advise the City of Jersey City with coordinating responses related to the Port Authority of NY & NJ; and

WHEREAS, the City of Jersey City requires the services of an attorney to assist and advise with coordinating responses related to the Port Authority Informational Requests; and

WHEREAS, the Corporation Counsel has recommended the reappointment of outside counsel to assist and advise the City of Jersey City in this matter; and

WHEREAS, Arleo & Donohue, LLC is qualified to perform these services and will provide these services at the rate of **\$150.00 per hour**, including expenses, for a total amount not to exceed **\$20,000**; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, the City is acquiring these services "directly and openly" as a statutorily permitted contract pursuant to the provision of N.J.S.A. 109:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the law firm of Arleo & Donohue, LLC have completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the law firm of Arleo & Donohue, LLC from making any reportable contributions during the term of the contract; and

WHEREAS, Arleo & Donohue, LLC has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, in addition Arleo & Donohue, LLC have signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

WHEREAS, funds are available for the cost of these services in Account No.: **15-14-298-56-000-856**; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The contract with the law firm of Arleo & Donohue, LLC is hereby reauthorized for a total amount not to exceed **\$20,000**, including expenses.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.


City Clerk File No. Res. 16-686Agenda No. 10.Z.2 OCT 12 2016

TITLE: RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO THE LAW FIRM OF ARLEO & DONOHUE, LLC TO ASSIST AND ADVISE THE CITY OF JERSEY CITY WITH COORDINATING RESPONSES TO INFORMATION REQUESTS RELATED TO THE PORT AUTHORITY

3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in **Account No.: 16-14-298-56-000-856** for payment of this resolution


Matthew Hogan, Risk Manager

igp
9/14/16

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

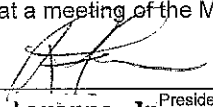
APPROVED 7-2

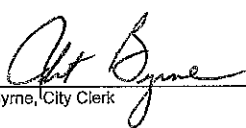
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr. President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
TO THE LAW FIRM OF ARLEO & DONOHUE, LLC TO ASSIST AND ADVISE THE CITY OF
JERSEY CITY WITH COORDINATING RESPONSES TO INFORMATION REQUESTS RELATED
TO THE PORT AUTHORITY**

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

This is a continuation of a contract to serve as Special Counsel to assist and advise the City of Jersey City with information requests related to the Port Authority of New York and New Jersey.

Cost (Identify all sources and amounts)**Contract term (include all proposed renewals)**

Insurance Fund Commission.
16-14-298-56-000-856

Type of award

Direct/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Outside Counsel Agreement

This Agreement dated the ____ day of _____, 2016 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Arleo & Donohue, LLC, 622 Eagle Rock Avenue, West Orange, New Jersey 07052 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection to assist and advise the City of Jersey City with coordinating responses related to the Port Authority of NY & NJ.

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$20,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)

- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental

- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is

compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of

termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

Arleo & Donohue, LLC

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____, (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

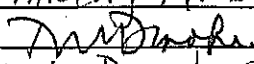
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Timothy M. Donohue
Representative's Signature: 
Name of Company: Arleo + Donohue LLC
Tel. No.: 973-736-8660 Date: 9/19/16

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Timothy M. Donohue, Member
Representative's Signature: [Signature]
Name of Company: Arleo & Donohue, LLC
Tel. No.: 973-736-8660 Date: 9/19/16

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name :

Arleo + Donohue, LLC

Address :

622 Eagle Rock Ave. West Orange NJ

Telephone No. :

973-736-8660

Contact Name :

Timothy M. Donohue

Please check applicable category :

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Arlco + Donohue, LLC
Address: 622 Eagle Rock Ave. West Orange, NJ
Telephone No.: 973-736-8660
Contact Name: Timothy M. Donohue

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Timothy M. Donohue	834 Shoekamax Drive Westfield, NJ 07090
Frank P. Arleo	35 Highview Road Caldwell, NJ 07006

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Arleo + Donohue, LLC

Signed: [Signature] Title: member

Print Name: Timothy M. Donohue Date: 9/19/16

Subscribed and sworn before me this <u>19th</u> day of <u>September</u> , 20 <u>16</u>	MARISOL CRESPO-MEJIAS NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES MAY <u>2020</u>	<u>[Signature]</u> (Affiant)
My Commission expires:		<u>Marisol C. Mejias</u> (Corporate Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Arleo + Donohue, LLC			
Address:	622 Eagle Rock Avenue			
City:	West Orange	State:	NJ	Zip: 07052

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature Timothy Donohue Printed Name Timothy Donohue Title Member

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.[illegible]☐ Check here if the information is continued on subsequent page(s)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Arleo + Donohue LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding 10/1/15 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Arleo + Donohue LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

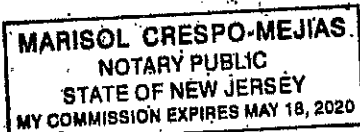
Name of Business Entity: Arleo + Donohue, LLC

Signed Timothy M Donohue Title: member

Print Name Timothy M Donohue Date: 9/19/16

Subscribed and sworn before me
this 19th day of Sept, 2016
My Commission expires:

Marisol C. Mejias
(Affiant)
Marisol C. Mejias
(Print name & title of affiant) (Corporate Seal)



****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

09/10/14

Taxpayer Identification:#

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.




If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 556 TRENTON, NJ 08646-0252
TAXPAYER NAME: ARLEO & DONOHUE, L.L.C.	TRADE NAME:	
ADDRESS: 622 EAGLE ROCK AVE WEST ORANGE, NJ 07052-2994	SEQUENCE NUMBER: 0744837	
EFFECTIVE DATE: 10/13/99	ISSUANCE DATE: 09/10/14	
 		
FORM-BRC (04-98) D205640V		Director New Jersey Division of Revenue

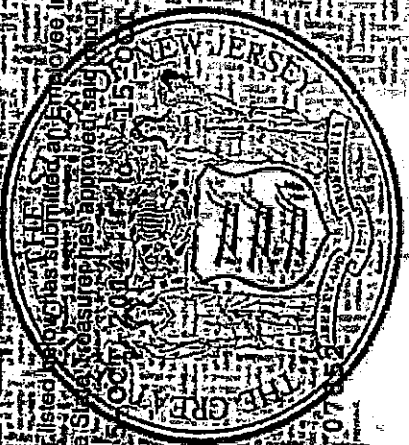
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification 37828

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27, 1.1, et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 12 months from the date of approval.



ARLEO & DONOHUE, LLC
622 EAGLE ROCK AVENUE
WEST ORANGE NJ 07052

Andrew C. Sidamon-Eristoff
State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.687
Agenda No. 10.Z.3
Approved: OCT 12 2016
TITLE:



RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF SPIRO, LLC TO REPRESENT POLICE OFFICER MATTHEW KILROY IN THE MATTER OF MARCOS BERDECIA AND DAVID BONARDI V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Police Officer Matthew Kilroy has been named in a complaint filed by Marcos Berdecia and David Bonardi in the United States District Court for the District of New Jersey alleging excessive force, false arrest, malicious prosecution, violation of civil rights; and

WHEREAS, Corporation Counsel has recommended the appointment of outside counsel to this matter; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of **\$150.00** per hour including expenses, for a total amount not to exceed **\$75,000**; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, in September, 2016, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Spiro, LLC submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, N.J.S.A. 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, Spiro, LLC has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for the costs of these services in **Account No: 16-14-298-56-000-856**

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The agreement with Spiro, LLC is hereby authorized for one year, for a total amount not to exceed **\$75,000.00**.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

City Clerk File No. Res. 16.687Agenda No. 10.2.3 OCT 12 2016

TITLE:

RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF SPIRO, LLC TO REPRESENT POLICE OFFICER MATTHEW KILROY IN THE MATTER OF MARCOS BERDECIA AND DAVID BONARDI V. CITY OF JERSEY CITY, ET AL.

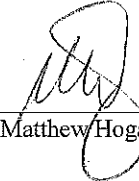
3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

5. The Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached subject to such modifications as the Business Administrator or Corporation Counsel shall deem appropriate and necessary.

6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in **Account No.:16-14-298-56-000-856** for payment of this resolution.


 Matthew Hogan, Risk Manager

 :igp
 9/27/16

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

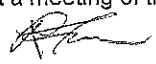
Certification Required ☐Not Required ☐APPROVED **9-0**

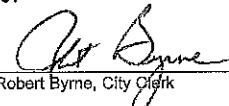
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF SPIRO, LLC TO REPRESENT POLICE OFFICER MATTHEW KILROY IN THE MATTER OF MARCOS BERDECIA AND DAVID BONARDI V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

A contract for representation pertaining to a Complaint filed by Marcos Berdecia and Davie Bonardi v. City of Jersey City where the City is conflicted from representing Police Officer Matthew Kilroy, therefore the City is retaining this firm.

Cost (Identify all sources and amounts)

\$75,000.00
16-298-56-000-856

Contract term (include all proposed renewals)

One Year

Type of award

Fair/Open

If "Other Exception", enter type**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Outside Counsel Agreement

This Agreement dated the ____ day of _____, 2016 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, **Spiro, LLC**, 830 Morris Turnpike, Short Hills, New Jersey 07078 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Marcos Berdecia and David Bonardi v. City of Jersey City, et al.*

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)

- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental

- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is

compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of

termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

Spiro, LLC

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____, (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

Item F. Americans with Disabilities Act

APPENDIX A
 AMERICANS WITH DISABILITIES ACT OF 1990
 Equal Opportunity for Individuals with Disability

The contractor and the Principal of Spiro LLC, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Jason C. Spiro/Member

Representative's Signature: _____

Name of Company: Spiro LLC

Tel. No.: (973) 232.0881

Date: July 20, 2016

by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and Distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

Understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27

Representative's Name/Title (Print): Jason C. Spiro

Representative's Signature: _____

Name of Company: Spiro LLC

Tel. No: (973) 232-0881

Date: July 20, 2016

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Spiro LLC
Address: 830 Morris Turnpike, 2nd Floor Short Hills, NJ 07078
Telephone No.: (973) 232-0881
Contact Name: Jason C. Spiro

Please check applicable category:

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Bid 1606-008

Litigation/Defense Counsel Services

Item L. Certification of Compliance (Ord. 08-128)

CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY
CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128
ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Spiro LLC has not made any reportable contributions in the **one-year period preceding July 30, 2016 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract, Spiro LLC will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity will be liable for any penalty permitted under law.

Name of Business Entity: Spiro LLC

Signed [Signature]

Print Name Jason C. Spiro

Title: Member

Date: July 20, 2016

Subscribed and sworn before me
this 20th day of July, 2016.

My commission expires: March 10, 2021

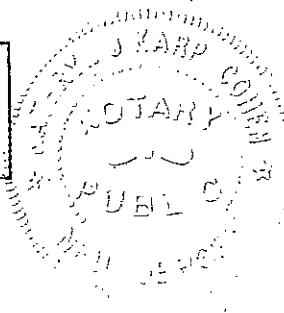
(Affiant)

Jason C. Spiro, Member

(Corporate Seal)

** Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

KATHRYN J KARP-COHEN
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 10, 2021



DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 282
TRENTON, NJ 08646-0252

TRADE NAME:

SEQUENCE NUMBER:

1986558

ISSUANCE DATE:

07/09/15

James J. Justice
Director
New Jersey Division of Revenue

FORM 99C

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.688

Agenda No. 10-Z-4

Approved: OCT 12 2016

TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH STRULOWITZ & GARGIULO PHYSICAL THERAPY & REHABILITATION TO PROVIDE PHYSICAL THERAPY AND REHABILITATION SERVICES FOR EMPLOYEES INJURED ON THE JOB FOR THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City ("City") must provide physical therapy and rehabilitation services to employees who are injured on the job; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City publicly advertised a Request for Proposals ("RFP") using the fair and open process as described under the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the City received one (1) proposal in response to the RFP; and

WHEREAS, the Jersey City Insurance Fund Commission at its meeting of September 27, 2016 recommended the award of this contract to Strulowitz & Gargiulo Physical Therapy & Rehabilitation ("Strulowitz & Gargiulo"), 1 Nardone Place, Jersey City, NJ whom it unanimously agreed submitted a complete and most beneficial proposal for these services; and

WHEREAS, Strulowitz & Gargiulo, possesses the necessary qualifications to provide these services and has been providing these services to the City since 1999; and

WHEREAS, Strulowitz & Gargiulo agrees to provide these services for a fee of One Hundred Thirty-Seven Thousand Dollars (\$137,000.00) in twelve (12) equal monthly installments of Eleven Thousand Four Sixteen Dollars and Sixty-Six Cents (\$11,416.66) for therapy and rehabilitation services; and

WHEREAS, for a given matter, Strulowitz & Gargiulo shall submit required reports including a clinical management report immediately following an employee visit, weekly medical reports of injuries and work status and a monthly invoice setting forth its time and services performed; and

WHEREAS, Strulowitz & Gargiulo has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, the City is awarding the contract pursuant to the fair and open provisions of the Pay-To-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, funds are to be provided by the City's Insurance Fund Commission to pay for these services; and

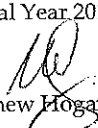
NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

City Clerk File No. Res. 16.688Agenda No. 10.2.4 OCT 12 2016

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH STRULOWITZ & GARGIULO PHYSICAL THERAPY & REHABILITATION TO PROVIDE PHYSICAL THERAPY AND REHABILITATION SERVICES FOR EMPLOYEES INJURED ON THE JOB FOR THE CITY OF JERSEY CITY

1. A one (1) year contract effective as of January 1, 2017 is authorized with Strulowitz & Gargiulo Physical Therapy & Rehabilitation for a total amount not to exceed \$137,000.00; and
2. This contract award shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and
3. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of the resolution; and
4. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and
5. The Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached subject to such modifications as the Business Administrator or Corporation Counsel shall deem appropriate and necessary; and
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution; and
7. Pursuant to N.J.A.C. 5:30-5.5(e), the award of this contract shall be subject to the availability and appropriation of funds in the Fiscal Year 2017 temporary and permanent budgets.


Matthew Hogan, Risk Manager

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

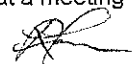
APPROVED 9-0

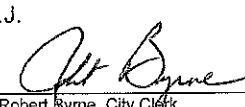
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing a professional services agreement with Strulowitz & Gargiulo Physical Therapy & Rehabilitation (Strulowitz & Gargiulo). Strulowitz & Gargiulo shall provide physical therapy and rehabilitation services for City employees injured on the job.

Project Manager

Department/Division	Administration	Risk Management
Name/Title	Matt Hogan	Risk Manager
Phone/email	201-547-5034	matthew@icnj.org

Note: Project Manager must be available by phone during agenda meeting -Wed. prior to council meeting at 4:00 p.m.

Contract Purpose

To provide required physical therapy and rehabilitation services, as a capitated program, for City employees injured on the job.

Cost (Identify all sources and amounts)

\$137,000.00
Risk Management: 17-14-298-56-000-856

Contract term (include all proposed renewals)

One (1) year effective from January 1, 2017 to December 31, 2017.

Type of award Fair & Open

If "Other Exception", enter type

Additional Information

One (1) proposal was submitted and reviewed by the Insurance Fund Commission (IFC). The IFC unanimously recommended award of the contract to Strulowitz & Gargiulo at the September 27, 2016 IFC monthly meeting.

The IFC agreed awarding the Physical Therapy contract to Strulowitz & Gargiulo is in the best interest of the City. Strulowitz & Gargiulo's supplied all required forms as well as a well prepared response to the RFP by the deadline. Since 1999 Strulowitz & Gargiulo's has provided excellent service to the City and its injured employees. Strulowitz & Gargiulo's bid of \$137,000 is only a 3% increase over the previous contract despite the addition of approximately 145 new JCIA employees.

Strulowitz & Gargiulo will continue to provide these services from their 1 Nardone Place, Jersey City, NJ office.

I certify that all the facts presented herein are accurate.

Signature of Division Director

Date

10/3/2016

Signature of Department Director

Date

AGREEMENT

Agreement made this _____ day of _____ 20____ by and between the City of Jersey City ("City") and Strulowitz & Gargiulo Physical Therapy & Rehabilitation ("Strulowitz & Gargiulo") a New Jersey corporation with offices at 1 Nardone Place, Jersey City, NJ 07306.

WITNESSETH

WHEREAS, a Request For Proposals (RFP) was prepared and released by the City (annexed hereto as Exhibit I and referred to herein as the "RFP"); and

WHEREAS, Strulowitz & Gargiulo submitted a proposal to the City responsive to the RFP, pursuant to which Strulowitz & Gargiulo would provide physical and occupational therapy and related services to the City, all as more particularly detailed in Strulowitz & Gargiulo's proposal (Proposal); and

WHEREAS, pursuant to Resolution Number _____ adopted on _____ the City accepted such Proposal and awarded a contract to Strulowitz & Gargiulo to provide physical and occupational therapy for all City employees who suffer an on the job injury during the period of January 1, 2017 to December 31, 2017; and

WHEREAS, the parties are desirous of memorializing the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

SECTION ONE

Physical and Occupational Therapy

Strulowitz & Gargiulo shall provide the physical and occupational therapy at the Jersey City location operated by Carl Gargiulo which is located at 1 Nardone Place and will provide parking for clients adjacent to the building or within reasonable walking distance, such as one or two short city blocks.

Additionally Strulowitz & Gargiulo will offer physical and occupational therapy at the 115 West 42nd Street, Bayonne, NJ location if needed.

The facility will be handicapped accessible and is in compliance with the Americans with Disabilities Act. Strulowitz & Gargiulo will provide a physical therapy at that location during all hours the facility is in operation, which presently comprise 8:00 p.m. to 5:00 p.m., Monday through Friday.

Services Provided

Strulowitz & Gargiulo will provide the following rehabilitation services:

- Physical therapy evaluation and treatment
- Occupational therapy evaluation and treatment

- Work simulation evaluation and treatment
- Work hardening evaluation and treatment
- Hand therapy evaluation and treatment
- Isokinetic exercise evaluation and exercise/treatment
- Referral to out of area physical therapy clinics when necessary
- Consultation with JC office of Risk Management and other Health Care Providers as necessary
- Preventative education
- Outlined reports and statistics as described in "Objectives"

Strulowitz & Gargiulo offices are equipped to provide therapy for orthopedic and neurological conditions.

Diagnostics

Additional technology for quantification of impairment and assessment of progress includes:

- Biodex Isokinetic Evaluation Dynamometer and software (muscle strength)
- BTE Work Simulator (grip strength, lifting capacity, tool use ability, etc.)
- Biodex Gait Trainer / Treadmill (walking)

Status Reports

Strulowitz & Gargiulo will provide a status report, to the claims administrator designated in writing by City, after each hospital or office visit. Such report will delivered by facsimile or courier, as may be requested in writing, by the City's plan administrator. Written reports will be sent by facsimile to the claims administrator designated by City the day following the appointment.

SECTION TWO

Quality Control

All Strulowitz & Gargiulo therapists will be credentialed in their respective specialties. All licenses, insurance policies, permits, and the like will be maintained current and be available for inspection by the City at all reasonable times during ordinary business hours at Strulowitz & Gargiulo's Jersey City facility. Strulowitz & Gargiulo will be current on all taxes, fees, and other financial obligations in connection with its operations hereunder.

SECTION THREE

Management Reports and Record Keeping

Strulowitz & Gargiulo will provide, at the request of the City's plan administrator, the following reports, which will be provided to the plan administrator in a form and format to be determined by coordination between the City's program administrator and Strulowitz & Gargiulo's program administrator. It is anticipated that this will include:

- i. Activity by City Department
- ii. Activity by Patient
- iii. Activity by Diagnosis

- iv. Activity by Procedure
- vi. Such other customized report as may be agreed to by Strulowitz & Gargiulo and the City's plan administrator.

Records

Strulowitz & Gargiulo shall maintain records for each employee consistent with professional standards, including the date of each visit, the diagnosis, treatment and such other information as Strulowitz & Gargiulo deems appropriate for the proper care of such employee. Medical records will be maintained and made available to the employee, City, and such others as may be authorized to inspect such records in compliance with applicable Federal and State law. Strulowitz & Gargiulo shall maintain such records for a period of at least six (6) years from the date of treatment (or such greater period as may be required by applicable law). Upon valid written request of the employee or City provide such parties with a true and legible copy of such records.

In the event of termination of this agreement, Strulowitz & Gargiulo, upon request of the City, will deposit such records in a public warehouse, or such other repository as the City may request. Such transfer shall be at the expense, and at the risk of the City, and upon compliance with such request. Strulowitz & Gargiulo's obligations with respect to such records shall cease.

In the event this agreement is terminated, Strulowitz & Gargiulo will provide the City with a cumulative report of its activities hereunder, including an annual summary of the services provided and the reason such services were provided.

Monthly Reports

Strulowitz & Gargiulo shall supply the City with monthly reports, delivered to the plan administrator, detailing Strulowitz & Gargiulo's activities with respect to the City. Such reports will include the employee's name, social security number, treating physician, date of visit, diagnostic services provided and diagnosis.

SECTION FOUR

Compensation

Strulowitz & Gargiulo's compensation for the services to be rendered as outlined herein shall be one hundred thirty-seven thousand dollars (**\$137,000.00**), payable in twelve equal monthly installments of eleven thousand four hundred sixteen dollars and sixty-six cents (**\$11,416.66**), the first such payment due the first day of the month following the month in which this contract becomes effective. City shall be afforded a thirty (30) day grace period in payments before it will be in default hereunder.

If the actual therapy costs incurred between January 1, 2017 and December 31, 2017 are greater than the agreed flat rate the City shall not be responsible for any additional fees.

Injured City workers residing outside of Jersey City may be approved to receive therapy at an alternative facility approved by Strulowitz & Gargiulo and the City. Strulowitz & Gargiulo will be responsible for payment of the initial seven thousand dollar (**\$7,000.00**) to these alternate

facilities. When the seven thousand dollar (\$7,000.00) threshold is reached the City will be billed at the agreed upon discounted rate of eighty dollars (\$80) per visit.

SECTION FIVE

Nondiscrimination in Employment

In accordance with all applicable New Jersey and Federal statutes, including N.J.S.A. 10:5-31 et seq., Strulowitz & Gargiulo does not and will not discriminate against any employee because of race, creed, color, sex, or national origin and further represents to Jersey City that it will take affirmative action to insure that applicants are employed, and that employees are treated, without regard to their race, creed, color, sex, or national origin.

SECTION SIX

Indemnify and Hold Harmless

Strulowitz & Gargiulo shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever including but not limited to any claims arising by reason of this Agreement. Strulowitz & Gargiulo obligations hereunder shall survive termination of this Agreement.

Insurance

Strulowitz & Gargiulo shall maintain at all times throughout the course of this Agreement, and any extensions thereof, the following insurance, which coverage shall name, as an additional insured, the City of Jersey City;

- a) Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
- b) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- c) Medical Malpractice-Professional Liability in the amount of \$2,000,000 per occurrence and in aggregate.

SECTION SEVEN

Term and Termination

This Agreement shall remain in force for a period commencing not later than January 1, 2017 and shall continue through December 31, 2017 unless earlier terminated upon the mutual agreement of the parties or as provided in this SECTION SEVEN.

This Agreement may be terminated with or without cause at any time during the term hereof by either party upon sixty (60) days' notice by the terminating party to the non-terminating party.

SECTION EIGHT

Certification of Funding

Pursuant to N.J.A.C. 5:30-5.5(e), the award of the contact is subject to the availability and appropriation of sufficient funds in the 2017 Fiscal Year budget.

SECTION NINE

Miscellaneous

Notices; any notice, consent or other communication required by, or to be given pursuant to this Agreement shall be in writing and shall be deemed delivered if mailed to the intended recipient, postage paid, certified mail, return receipt requested.

Survival; if any of the provisions of this Agreement are contrary to the law or regulation, the parties shall by agreement have the right to modify and restructure the provisions thereof in whole or in part such that the covered employee will be able to obtain substantially all of the benefits provided herein or the parties by agreement shall have the right to declare the Agreement null and void, in which case, City and Strulowitz & Gargiulo shall thereafter be relieved of all obligations hereunder.

Choice of Law; this Agreement is made in the State of New Jersey under, and subject to, its laws. The laws of New Jersey shall govern and be used for interpretation, construction, and enforcement of the Agreement.

Arbitration; in the event of any dispute between the parties hereto with respect to the construction of the Agreement, the parties agree that such dispute shall be settled by arbitration in New Jersey in accordance with the rules of the America Arbitration Association, and judgment upon an award rendered by such arbitration may be entered in any court of competent jurisdiction.

Defense of City; Strulowitz & Gargiulo physicians, medical technicians and other staff shall cooperate with City's Corporation Counsel or any other party designated by the City's Corporation Counsel in the defense of worker's compensation claims of worker covered by this Agreement.

Such cooperation will include, but not be limited to, submission and certification of records, testimony at depositions and/or workers compensation court. The standard fee for professional services involved in these legal cases or legal projects relating to worker's compensation claims are excluded from the annual fee under this contract. The charges to the City for professional services involved in these legal cases will be the standard hourly fee charged by each physician for his services to the City's legal advisors. These fees will be separate and apart from this agreement for worker's compensation curative care and will be billed separately to City at standard rates for such legal project services.

All expenses for legal services will be charged at cost. In accepting this Agreement the City agrees to pay the additional fees for Strulowitz & Gargiulo's services when requested by the

City's Corporation Council, or any other party designated the City's Corporation Council, to assist in the defense of workers' compensation claims, disputed claims or any other legal matters. The hourly rates for these services are available to each physician upon request. Physicians subcontracting their service to Strulowitz & Gargiulo are independent contractors and the City will reach agreement with them for these services outside of this Agreement.

Contract Documents; the contract documents are this Agreement, the RFP and Strulowitz & Gargiulo's Proposal. These documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy among the provisions of the Agreement, the City's RFP and Strulowitz & Gargiulo's Proposal, the provisions of this Agreement shall govern over the RFP and Strulowitz & Gargiulo's Proposal. The provisions of the RFP shall govern over the provisions of Strulowitz & Gargiulo's Proposal.

Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$40,000.00, it shall also be subject to the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Strulowitz & Gargiulo shall provide no services under this Agreement until it has executed the following documents:

- (1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00); (Exhibit A attached hereto and incorporated herein by reference).
- (2) An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly

provided under a contract with a contracting agency.

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This Agreement was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Counsel, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1

City of Jersey City Lobbyist Disclosure Ordinance

This Agreement was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

ROBERT KAKOLESKI
Business Administrator

Witness: _____

By: _____
**STRULOWITZ & GARGIULO PHYSICAL
THERAPY & REHABILITATION**

CONFIRMATION OF INSURANCE

THE TERMS AND CONDITIONS OF THIS CONFIRMATION OF INSURANCE MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS CONFIRMATION CAREFULLY AND COMPARE IT AGAINST THE QUOTE PROVIDED & SUBMISSION DOCUMENTS. PLEASE REVIEW THE POLICY FORMS FOR THE ACTUAL COVERAGE'S PROVIDED.

IN ACCORDANCE WITH YOUR INSTRUCTIONS, AND IN RELIANCE UPON THE STATEMENTS MADE BY THE RETAIL BROKER IN THE APPLICATION/SUBMISSION, THE INSURER HAS BOUND COVERAGE AS FOLLOWS:

DATE ISSUED: October 1, 2015

PRODUCER: Marian Murphy Weiner
Brown & Brown Metro, Inc. - Florham Park
P.O. Box 679
Florham Park, NJ 07932

INSURED: Strulowitz & Gargiulo Rehabilitation and Pediatric Therapy Resources, LLC
1 Nardone Place
Jersey City, NJ 07306

INSURER: Darwin Select Insurance Company
Non-Admitted

A.M. BEST'S RATING: A XV

POLICY NO.: 0309-2314

COVERAGE: Professional Liability

POLICY PERIOD: 10/1/2015 TO 10/1/2016

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS INSURANCE BINDER WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE POLICY(IES) ISSUED TO REPLACE IT.

LIMITS OF LIABILITY:

Professional Liability	
\$1,000,000	Each Claim
\$3,000,000	Aggregate
Sexual Misconduct	
\$1,000,000	Each Claim
\$3,000,000	Aggregate
Disciplinary Proceedings	
\$25,000	Each Claim
\$75,000	Aggregate
Lost Earnings	
\$500	Per Claim Per day for Other Insureds
\$5,000	Per Claim Aggregate
\$10,000	Aggregate

DEDUCTIBLE: \$0 Each Claim

RETROACTIVE DATE: 10/1/1999

PREMIUM: \$23,000.00 Flat Annual Premium

SURPLUS LINES TAXES/FEE: \$1,150.00 Surplus Lines Tax

THE FILING OF SURPLUS LINES TAXES & FEES IS THE RESPONSIBILITY OF: ECC Insurance Brokers, Inc

FEES: Broker Fee \$750.00
Note that a fee is being charged in addition to the commission.

TRIA PREMIUM: NOT APPLICABLE

TOTAL: \$24,900.00
COMMISSION: 11%

TERMS AND CONDITIONS / ENDORSEMENTS AND EXCLUSIONS; INCLUDES BUT NOT LIMITED TO:

25% Minimum Earned Premium at Inception

Extended Reporting Option: 5 Years for 200%

Endorsements:

1. IL 00038 00 (01/15) - Name Change Endorsement
2. SVC 00010 00 (10/2012)(DSI) - Service Of Suit
3. v2429 (1/2009) - Delete Insuring Agreement(s) (GL, EBL, EPLI)
4. v2430 (1/2009) - Schedule A - Insured Entity Entities
5. v2432 (1/2009) - Minimum Earned Premium (25%)
6. v2495 (08/2009) - Sexual Misconduct Liability - Loss And Defense Expenses (\$1mil/\$3mil/\$0 ded)
7. v2745 (03/2012) - Evacuation Coverage (\$25,0000 / \$50,000)
8. v2831 (11/2013) - Add Territory Clause
9. v2861 (01/2014) - Limited Coverage For HIPAA/Confidentiality Claims Subject To Sublimit (\$50,000)

THIS CONFIRMATION OF INSURANCE IS SUBJECT TO THE FOLLOWING INFORMATION BEING RECEIVED WITHIN 10 DAYS OF THE EFFECTIVE DATE:

ALL OTHER TERMS AND CONDITIONS APPLY PER THE POLICY FORM

CANCELLATION: THIS POLICY IS SUBJECT TO THE CANCELLATION PROVISIONS AS FOUND IN THE POLICY(IES) OR CERTIFICATE(S) CURRENTLY IN USE BY THE INSURER. THE INSURANCE EFFECTED UNDER THE INSURER'S BINDER CAN BE CANCELLED BY THE INSURER (SUBJECT TO STATUTORY REGULATIONS) BY MAILING, TO THE INSURED AT THE ADDRESS STATED ON THE FACE OF THIS CONFIRMATION OF INSURANCE, WRITTEN NOTICE STATING WHEN SUCH CANCELLATION SHALL BE EFFECTIVE. IN THE EVENT OF CANCELLATION BY THE INSURED, THE EARNED PREMIUM WOULD BE SUBJECT TO THE MINIMUM PREMIUM IF APPLICABLE.

THIS CONFIRMATION OF INSURANCE IS ISSUED BASED UPON THE INSURER'S AGREEMENT TO BIND AND IS ISSUED BY THE UNDERSIGNED WITHOUT ANY LIABILITY WHATSOEVER AS AN INSURER.

PREMIUM PAYMENT IS DUE WITHIN TWENTY (20) DAYS FROM EFFECTIVE DATE UNLESS OTHERWISE STIPULATED.

AUTHORIZED REPRESENTATIVE
Robert Roth, Chief Operating Officer

INSURED: , Strulowitz & Gargiulo Rehabilitation and Pediatric Therapy Resources, LLC
DATE ISSUED: October 1, 2015

Reference #:0555706



One Tower Square, Hartford, Connecticut 06183

**POLICY DECLARATIONS
COMMERCIAL EXCESS LIABILITY
(UMBRELLA) INSURANCE POLICY**

POLICY NO.: CUP-6794R592-15-42
ISSUE DATE: 08/12/2015

INSURING COMPANY:
THE TRAVELERS INDEMNITY COMPANY

1. NAMED INSURED AND MAILING ADDRESS:
STRULOWITZ & GARGIULO
AND AS PER CG D0 74
1 NARDONE PLACE
JERSEY CITY NJ 07306

THIS POLICY DOES NOT
COVER LIABILITY
ARISING OUT OF
ASBESTOS MATERIAL
SEE ENDORSEMENT
UM 01 96 07 96

2. THE NAMED INSURED IS A:

☐ CORPORATION ☐ SOLE PROPRIETOR ☐ PARTNERSHIP OR JOINT VENTURE ☒ OTHER
LLC

3. POLICY PERIOD: From 10/01/2015 to 10/01/2016 12:01 A.M. Standard Time at your mailing address.

4. PREMIUM: * \$ 1,150 ☒ Flat Charge ☐ Adjustable (See premium schedule)
* DIRECT BILL # INCLUDES NJGF SURCHARGE

5. LIMITS OF INSURANCE:

COVERAGES		LIMITS OF LIABILITY
AGGREGATE LIMITS OF LIABILITY	3,000,000	Products/Completed Operations Aggregate
	3,000,000	General Aggregate
COVERAGE A - Bodily Injury and Property Damage Liability	3,000,000	any one occurrence subject to the Products/ Completed Operations and the General Aggregate Limits
COVERAGE B - Personal and Advertising Injury Liability	3,000,000	any one person or organization subject to the General Aggregate Limit of Liability
RETAINED LIMIT	5,000	any one occurrence or offense

6. SCHEDULE OF UNDERLYING INSURANCE:

POLICY	LIMITS (000 omitted)	COVERAGE	COMPANY
SEE ENDORSEMENT CG D0 23 04 96			

7. On the effective date shown in Item 3, the Commercial Excess Liability (Umbrella) Insurance Policy numbered above includes this Declarations Page and the Policy Jacket (Form UM 00 76 which contains the Nuclear Energy Liability Exclusion) and any endorsements listed hereafter:

SEE END. IL T8 01 01 01

NAME AND ADDRESS OF AGENT OR BROKER:

BROWN & BROWN METRO INC

30A VREELAND RD

CPC82

FLORHAM PARK

NJ 07932

COUNTERSIGNED BY:

Authorized Representative

DATE: _____

CG T0 14 04 96

OFFICE: MORRISPLN/S JERS

Page 1 of 1

14 (Policy Provisions: WC 00 00 00 B)

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NF INFORMATION PAGE

WEC WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: HARTFORD UNDERWRITERS INSURANCE COMPANY

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number:

10456

Company Code: 6



POLICY NUMBER:

13 WEC NF8914

Previous Policy Number:

13 WEC NF8914

HOUSING CODE: SB

1. Named Insured and Mailing Address: STRULOWITZ & GARGIULO PHYSICAL
(No., Street, Town, State, Zip Code) THERAPY

Suffix
LARS RENEWAL
11

(SEE ENDT)

FEIN Number: 222577397

1 NARDONE PLACE
JERSEY CITY, NJ 07306

State Identification Number(s):

The Named Insured is: CORPORATION

Business of Named Insured: MEDICAL OFFICES: PHYSICIAN/ DO

Other workplaces not shown above: SEE ATTACHED SCHEDULES

2. Policy Period: From 04/08/16 To 04/08/17
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: BROWN & BROWN METRO INC/FLOHAM

PO BOX 369
ROSELAND, NJ 07068

Producer's Code: 652014

Issuing Office: THE HARTFORD
301 WOODS PARK DRIVE
CLINTON
(800) 962-6170

NY 13323

Total Estimated Annual Premium: \$23,272

Deposit Premium:

Policy Minimum Premium: \$436 NJ

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Sueann L. Castaneda

Authorized Representative

02/24/16

Date

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 ET SEQ. (P.L. 1975, C. 127)

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Certification 36575

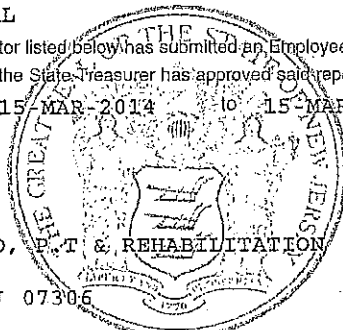
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2014 to 15-MAR-2017

STRULOWITZ & GARGIULO, P.T. & REHABILITATION
ONE NARDONE PLACE
JERSEY CITY

NJ 07306



Andrew P. Sidamon-Eristoff
State Treasurer

8/17/16

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Carl Gargiulo owner

Representative's Signature:

Name of Company:

Strulowitz & Gargiulo Physical Therapy + Rehabilitation

Tel. No.: 201 792 3840

Date: 8/17/16

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Carl Gargiulo
 Representative's Signature: _____
 Name of Company: Stulowitz & Gargiulo Physical Therapy & Rehabilitation
 Tel. No.: 201.792.3840 Date: 8/17/16

CITY OF JERSEY CITY, NJ
DEPARTMENT: Administration
PURPOSE: Physical Therapy Services

REQUEST FOR PROPOSALS
DIVISION: Risk Management
DUE DATE: August 18, 2016

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Strulowitz & Gargiulo Physical Therapy, PC, PA (name of business entity) has not made any reportable contributions in the **one-year period preceding 11/2016 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Strulowitz & Gargiulo Physical Therapy + Rehab (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Strulowitz & Gargiulo Physical Therapy + Rehabilitation

Signed [Signature] Title: owner

Print Name Carl Gargiulo Date: _____

Subscribed and sworn before me
this 17th day of August, 2016.

My Commission expires: Nov. 10, 2020

[Signature]
(Affiant)

ELEONORA DONNELLY
(Print name & title of affiant) (Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	STRULOWITZ,DANIEL & GARGIULO,CARL
Trade Name:	STRULOWITZ & GARGIULO
Address:	1 NARDONE PL JERSEY CITY, NJ 07306-3514
Certificate Number:	0072653
Effective Date:	October 15, 1984
Date of Issuance:	August 15, 2016

For Office Use Only:
20160815145613595

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.689
Agenda No. 10.Z.5
Approved: OCT 12 2016



TITLE:

RESOLUTION CELEBRATING THE 90TH BIRTHDAY OF CHARLES COOK

COUNCIL AS A WHOLE, offered and moved adoption of the following resolution

WHEREAS, Charles Cook was born and raised in Selma, Alabama and relocated to Jersey City in 1940. Charles immediately joined Trinity Lutheran Church and has been a faithful communicant for well over 60 years; and

WHEREAS, Charles Cook is a Past Master of King David Lodge #7 AF and AM. He is the Past Auditor Emeritus for the Most Worshipful Oriental Grand Lodge of Jersey City; and

WHEREAS, Charles Cook is a Life Member of the National Association for the Advancement of Colored People (NAACP). Affiliated with the Jersey City Unit of the NAACP, he served on the executive committee and served as treasurer for many years; and

WHEREAS, Charles Cook returned from Western Electric in Kearney after thirty five years of service. While at Western Electric he was the president of the Telephone Pioneers of America in Jersey City; and

WHEREAS, Charles Cook was married to the late Angeline Clarke who blessed him with two children. Charles has six grandchildren and three great grandchildren; and

WHEREAS, Charles Cook will celebrate his 90th birthday on October 16, 2016. His family and friends will honor him at a party in his honor at the Mediterranean Manor in Newark on that special day.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City does hereby celebrate the 90th birthday of Charles Cook and wishes him many years of health and happiness in the future.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.690

Agenda No. 10.2.6

Approved: OCT 12 2016

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A DONATION OF USED OFFICE FURNITURE FROM INTL FCSTONE FINANCIAL INC.

COUNCIL AS A WHOLE OFFERED AND MOVE ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City ("City") is in need of office furniture; and

WHEREAS, INTL FCStone Financial Inc. ("IFCF") has in its possession miscellaneous used furniture that it wishes to donate to the City;

WHEREAS, this furniture has been inspected and found to be of good quality;

WHEREAS, the City desires to accept this gift and is authorized to accept gifts pursuant to N.J.S.A. 40A:5-29 of the Local Fiscal Affairs Law;

WHEREAS, IFCF has requested that the City provide certificates of insurance and the Risk Manager has reviewed such request;

WHEREAS, the City and IFCF desire to enter into a Gift Agreement ("Agreement"), in substantially the form attached hereto as **Exhibit A**.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that:

- 1.) The City is authorized to accept a donation of used furniture from IFCF as per the attached Agreement.
- 2.) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Agreement, and any other documents necessary to effectuate the purpose of this resolution

BD 10.04.16

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A DONATION OF USED OFFICE FURNITURE FROM INTL FCSTONE FINANCIAL INC.

Initiator

Department/Division	Public Safety - Fire	
Name/Title	James R. Shea, Director	
Phone/email	201-547-4239	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

1. INTL FCStone Financial Inc. is relocating to NYC and is donating their office furniture to companies including the City of Jersey City.
2. Various Departments including FD, PD, HEDC, Recreation, Law, and Council Office are accepting the donation.

I certify that all the facts presented herein are accurate.



Signature of Department Director

10/4/16
Date

GIFT AGREEMENT

This Agreement, made this _____ day of _____, 2016 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("City"), with offices at City Hall, 280 Grove Street, Jersey City, NJ 07302 and the INTL FCStone Financial Inc. ("IFCF"), with its principal office located at 10 Exchange Place, Suite 1005, Jersey City, NJ 07302.

WHEREAS, various departments within the City of Jersey City ("City") are in need of office furniture;

WHEREAS, INTL FCStone Financial Inc. ("IFCF") has in its possession miscellaneous used furniture that it wishes to donate to the City;

WHEREAS, N.J.S.A. 40A:5-29 authorizes the City to accept gifts;

WHEREAS, this furniture has been inspected and found to be of good quality;

WHEREAS, IFCF has requested that the City provide certificates of insurance and the Risk Manager has reviewed such request;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. The City accepts the donation of various used office furniture from IFCF.
2. The City authorizes the Risk Manager to provide a certificate of insurance naming IFCF as Additional Insured on its Comprehensive General Liability policy.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date set forth above.

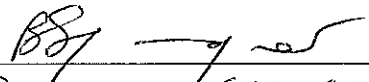
CITY OF JERSEY CITY

INTL FCSTONE FINANCIAL INC.

By:

By:

Business Administrator



BERNARD SPANGER

Attest:

Attest:

Robert Byrne, City Clerk

BD
10-04-16



CERTIFICATE OF LIABILITY INSURANCE

JERSE15

OP ID: GW

DATE (MM/DD/YYYY)

10/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Regional Risk Managers, LLC 777 Terrace Avenue, Suite 309 Hasbrouck Heights, NJ 07604	CONTACT NAME: Regional Risk Managers	
	PHONE (A/C, No, Ext): 201-727-0070	FAX (A/C, No): 201-727-0080
INSURED City of Jersey City 280 Grove Street Jersey City, NJ 07302	E-MAIL ADDRESS: gwhite@regionalrisk.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Certain Underwriters at Lloyds	
	INSURER B: State National Ins. Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PK1023416	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ EXCL MED EXP (Any one person) \$ EXCL PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000 SIR \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PK1023416	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	NDE0812434-16 CASH FLOW WC	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PURSUANT TO THE AUTHORITY PROVIDED IN NJSA40A:10-1, et. Seq., the City of Jersey City has established a self-insured program to provide liability and workers compensation protection for the City's operations. AS RESPECTS RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A DONATION OF USED OFFICE FURNITURE FROM INTL FCSTONE FINANCIAL INC.

CERTIFICATE HOLDER**CANCELLATION**

INTLFCS INTL FCStone Financial Inc 10 Exchange Place Suite 1005 Jersey City, NJ 07302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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NOTEPAD

INSURED'S NAME City of Jersey City

JERSE15
OP ID: GW

PAGE 2
Date 10/05/2016

PURSUANT TO THE AUTHORITY PROVIDED IN NJSA40A:10-1, et. Seq., the City of Jersey City has established a self-insured program to provide liability and workers compensation protection for the City's operations. This program covers the City of Jersey City, its officers and employees from any and all claims and demands of third persons arising out of or related to the delivery of municipal duties. This coverage shall extend to and include any and all liability, damage or expense created by any injury or injuries sustained to persons or property for the referenced activity.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.691

Agenda No. 10.2.7

Approved: OCT 12 2016



TITLE: **RESOLUTION RECOGNIZING OCTOBER AS HISPANIC HERITAGE MONTH**

Council as a whole offered and moved adoption of the resolution:

WHEREAS, during National Hispanic Heritage Month we recognize the contributions made and the important presence of Hispanic and Latino Americans in the City of Jersey City and the United States of America; and

WHEREAS, Hispanics have had a profound and positive influence on the City of Jersey City and our county through their strong commitment to family, faith, hard work and service; and

WHEREAS, Hispanics have enhanced our City and our national character with centuries-old traditions that reflect the multiethnic and multicultural customs of their community. Fifty five million or seventeen percent of the American population are of Hispanic or Latino origin and in Jersey City twenty eight percent are so identified; and

WHEREAS, the following are so recognized during Hispanic Heritage Month:

**Benjamin Lopez
Jaime Vazquez
Nidia Lopez
Reverend Fernando Colon, Jr.
E. Junior Maldonado**

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby recognize the honorees in October during Hispanic Heritage Month.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.692

Agenda No. 10.2.8

Approved: OCT 12 2016

TITLE:



RESOLUTION CELEBRATING JOANNE BRANSKY'S FIGHT AGAINST BREAST CANCER DURING BREAST CANCER AWARENESS MONTH

Council as a whole offered and moved adoption of the resolution:

WHEREAS, Making Strides Against Breast Cancer is an organization built to bring communities together to raise awareness and funds for the American Cancer Society. The Making Strides Program began in 1984 when cancer survivor, Margery Gould Rath found a way to celebrate her victory with other cancer survivors; and

WHEREAS, in 1993, the event became known as the American Cancer Society Making Strides Against Breast Cancer Walk. Millions of people participated in the many events held. Every year more walkers come out to show their support; and

WHEREAS, on October 23, 2016, the event is coming to Jersey City. Making Strides of Jersey City will be held at Newport Plaza on the corner of 18th and Marin Blvd. Registration starts at 8:00 a.m. and the walk begins at 10:00 a.m.; and

WHEREAS, Joanne Bransky, a longtime resident of Jersey City, born in Margaret Hague Hospital was raised in the Greenville section of Jersey City. Joanne Bransky, a woman with much faith, courage and strength survived Breast Cancer this year; and

WHEREAS, Joanne Bransky (nee Rabbitt) has been married to William F. Bransky for the last 27 years. They have two daughters Amanda and Brittany Bransky. Their daughters are grateful to share a bright future with their mother. In celebration and to show their support for all those who continue to fight their battle against Breast Cancer, they are walking as a family for a team they created, "Joanne's Journey".

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby join in the Fight Against Breast Cancer, Making Strides of Jersey City celebration and honors Joanne Bransky for her fight against Breast Cancer during Breast Cancer Awareness Month.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.12.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk